



## 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 **Lee-Sure Pools, Inc.** a New Mexico corporation ("Contractor"), collectively (the "Parties", and each a "Party"), to be effective for all purposes May 21, 2025 ("Effective Date").

**WHEREAS**, County requires installation and removal of Indoor Commercial plaster, decking, and tile at the Aquatic Center, located at 2760 Canyon Road, Los Alamos, New Mexico 87544 (the "Site"); and

**WHEREAS**, this procurement is made per Section 31-3(b)(4), using prices for labor, materials and equipment for Lee-Sure Pools Corporation found in the City of Albuquerque Procurement Contract SHR000022791 ("Price Agreement"); and

**WHEREAS**, County requested a quote from Contractor as provided for in the Price Agreement, and Contractor provided a quote to County that complies with the pricing terms of the Price Agreement; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on May 20, 2025; and

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

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

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

1. Contractor shall provide all labor, equipment, and materials to successfully complete repairs and maintenance at the Site as described below, for 75' x 168' (seventy-five feet by one hundred sixty-eight feet), 4' to 13' (four feet to thirteen feet) deep pool ("Project" or "Services"). Contractor shall:
  - a. Saw cut under the perimeter tile and around wall targets.
  - b. Chip off existing plaster and lane tile, and haul off all debris.
  - c. Expose rust area and remove and replace rebar if exposed.
  - d. Apply membrane to prevent rust from bleeding through the new plaster.
  - e. Clean and prep surface and apply bond coat in areas needed.
  - f. Plaster pool with SGM Diamond Brite brand commercial white quartz plaster.
  - g. Install eight (8) 12" wide racing lanes the length of the pool with tees, and sixteen (16) end wall targets in black non-glazed 2" x 2" tile.

- h. Install twenty-one (21) 12" wide broken cross lanes the width of the pool with tees, and forty-two (42) end wall targets in blue non-glazed 2" x 2" tile.
- i. Install 12" x 12" square using 2" x 2" white non-glazed" tile around all thirty-six (36) floor returns.
- j. Install six (6") inch deep water mark at five (5') foot depth in red non-glazed 2" x 2" tile on the deep end side of the expansion joint.
- k. Install four (4") inch wide white non-glazed 2" x 2" tile along the shallow end side of the expansion joint
- l. Install new backing rod and seal the expansion joint with chemical resistant white sealant.
- m. Drill and pin rebar into toe ledge and reinforce with horizontal bar in areas needed.
- n. Form and fill with concrete to eliminate a portion of existing toe ledge, leaving five (5') foot of existing toe ledge in each direction in both deep end corners.
- o. Install custom tile at toe ledge in both deep end corners with skid resistant white and black 1" x 1" non-glazed tile with 20' specialty edge pieces.
- p. Remove the existing perimeter tile and haul off.
- q. Install twelve (12") inches of blue non-glazed 2" x 2" tile on the face of the pool with blue nose piece at the top.
- r. Install four (4") inches of blue non-glazed 1" x 1" tile on top of the overflow with specialty 90 piece at the back.
- s. Install blue non-glazed skid resistant 1" x 1" tile at all the grab rail landing pads.
- t. Remove the grate covers and suction inlets inside gutter and install new 12" x 12" frame and grates anchored to the wall.
- u. Cut and chip out 1' x 1' sections in ten (10) locations on the pool floor and two (2) on the pool wall to install anchor cups as provided by the County.
- v. Install rebar pins and anchors cups with ground wire to rebar cage.
- w. Remove twenty (20) existing pool lights and install new brass mounting rings and new LED white Intellibrite brand Architectural Series lights.
- x. Chip and cut back the existing light niches and install new brass mounting rings.
- y. Remove existing handrails and haul off.
- z. Cut and grind down nine (9) sets of grab rails and sixteen (16) sets of diving stand anchors and fill with non-shrinking hydraulic cement to eliminate.
- aa. Grind off the existing pool deck coating from the coping edge surrounding the pool. Coating removed from the top of the front edge to the expansion joint separating the coping from the pool deck.
- bb. Prepare and apply DesignCrete brand decorative concrete in a solid-colored lace texture pattern to existing concrete coping edge.
- cc. Install new non-skid eight (8") inch; Depth Marking, and "No Diving" tiles in the original locations.
- dd. Caulk the expansion joint between the coping edge and pool deck area.

- ee. Saw cut and remove three ft. by four ft. (3' x 4') section of concrete behind grab rails at both pool and therapy pool.
  - ff. Install rebar grid and anchors for new Pretzel Style grab rail on pool and Figure Four rails on the therapy pool.
  - gg. Form and pour 4000 psi concrete with a ten (10") inch minimum depth.
  - hh. Install nine (9) sets of 30" Pretzel Style grab rails with stainless steel escutcheons.
  - ii. Install two (2) sets of Figure Four grab rails with escutcheons.
  - jj. Seal deck joints around new concrete with gray sealant.
  - kk. Skim coat and base coat existing number and "No Diving" signs in the pool deck to eliminate.
  - ll. Texture and color areas to match surrounding deck area.
  - mm. Install twenty-eight (28) new skid resistant depth markings and "No Diving" tile around the therapy pool.
  - nn. Saw cut three ft. by four ft. (3' x 4') section of concrete behind eight (8) exiting starting block locations.
  - oo. Install rebar grid and starting block anchors with grounding and pour 4000 psi gray concrete which includes a broom finish.
  - pp. Install eight (8) new Kiefer Evolution brand starting blocks.
  - qq. Remove the existing sump pump pit cover and haul off for proper disposal, install new custom built sump pump cover with bracing and anchoring as needed.
- Additional Services: County may, at its sole option through Amendment of the Agreement, and as approved by County Council, require additional Pool Repairs and Maintenance Services, including Services during and after Aquatic Pool Restoration. Pool Repairs and Maintenance Services may include up to but not limited to the following: sand replacement, sand filter repairs, pump repairs and replacement, pool circulation plumbing repairs, pool light replacement up to J-box, gutter grate replacement and repairs, gutter system repairs, pool shell demo and replacement, which shall be subject to the rates identified in Exhibits A1 and A2, as further described in Section D. Compensation, below.
- 2) Contractor shall be responsible for obtaining any and all permits, submittal of design and drawings, if applicable for permitting, provision of all safety equipment, and shall provide for the proper disposal of all waste materials. Contractor shall perform the Services at the Site as described herein.

## **SECTION B. WARRANTIES, REPRESENTATIONS, AND OTHER OBLIGATIONS**

1. Contractor shall furnish County with a performance bond in an amount equal to One Hundred percent (100%) of the contract price of this Agreement, as may be adjusted by any Change Order as provided herein.
2. Contractor shall furnish County with a payment (labor and materials) bond in an amount equal to One Hundred percent (100%) of the contract price of this Agreement as may be adjusted by any Change Order as provided.
3. A wage rate decision shall be obtained and provided to Contractor along with Notice to Proceed.

4. A License Agreement for Staging Area is attached as Exhibit D and will be executed within fifteen business days following execution of this Agreement.
5. Contractor shall provide all protective coverings necessary to protect the existing and adjacent finishes at the Site while performing its Services. Contractor shall be responsible for any damage and the repair of damage caused by its employees, subcontractors, and vendors.
6. Contractor shall make all reasonable efforts to control dust by keeping areas wet and using dust collection devices during demolition, provide all clean-up for its operations and maintain control of all construction debris. All work areas shall be maintained in a neat, safe, and workmanlike manner free of clutter, waste, construction debris, etc. All construction debris shall be removed from the Site and disposed of at an approved waste disposal site prior to the end of each workday. Cleaning or dusting of the walls, ceiling rafters and/or beams and air handling units is County's responsibility.
7. Following completion of final pool plaster, County shall be responsible for filling the pool with water, starting up the pool equipment and adding chemicals to balance the new pool water.
8. All work shall be in strict compliance with all national, state and local building codes. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.
9. Safety shall be the main concern and enforced by Contractor on Site, and may be periodically inspected by County's qualified safety personnel. Contractor shall comply with all local, state, and federal laws governing safety, health, and sanitation. Contractor, not County, shall be responsible for any fines and/or penalties set forth for such violations of codes, Occupational, Safety and Health Act (OSHA) standards or any other governing agency having jurisdiction at the Site. Contractor shall provide all required safeguards, safety devices and protective equipment; take any actions necessary to protect the life and health of the employees on the job, the safety of County employees working in the area, as well as the safety of the public, and to protect the property of County in connection with the performance of work under this Agreement.
10. Contractor shall warrant all materials per all manufacturers' warranties and guarantee: (a) the quality and stability of all materials, equipment, and services; (b) all the Services against defects in materials, equipment, or workmanship; and (c) all shrinkage, settlement or other faults of any kind which are attributable to defective materials or workmanship. Contractor shall remedy at its own expense when notified in writing to do so by County and to the satisfaction of County.
11. Contractor and subcontractors, if applicable, shall provide a one (1) year warranty for the Project after Contractor's successful completion of the Project and County's acceptance of Contractor's work on the Project.
12. Contractor shall use the *Notice to Proceed* form, the *Acceptance of Notice to Proceed* form, the *Application and Certification for Payment Part 1* form, the *Application and Certification for Payment Part 2* form, the *Affidavit of Payment and Release of Liens* form, the *Change Order* form, and the *Certificate of Substantial Completion* as provided in Exhibit C, without any change in form unless agreed to in writing by County, and with the terms and conditions of each form being material terms and obligations of this Agreement.
13. Contractor agrees that County operations may be active at the Site from 7:00 a.m. to 5:00 p.m., seven (7) days per week, with, staff, and the general public in and around the Site, and

warrants that Contractor shall take reasonable steps while performing the work in order to minimize interference in County operations.

14. Contractor shall immediately report to County any damage to property or injury to any person while performing the work.
15. Contractor shall be solely responsible for obtaining all required permits from federal, state and local authorities having jurisdiction over the Project.
16. Contractor warrants and agrees that the terms and conditions provided for herein are reasonable, and that in executing this Agreement, Contractor has taken into consideration the average climatic and economic conditions and other factors prevailing in the location where this Agreement is to be performed.\*

### SECTION C. TERM:

1. The Parties agree that the planned start date for the Project is no later than March 1, 2026. However, Contractor shall commence performance under this Agreement on or after the date specified on the *Notice to Proceed*, attached hereto in Exhibit C. Nothing herein shall prevent Contractor from purchasing materials and supplies prior to March 1, 2026, which shall be subject to the rates identified in Exhibits A1 and A2, as further described in Section D. Compensation, below.
2. Contractor shall proceed with performance under this Agreement at such a rate of progress such that all work, duties, and obligations under this Agreement have been met by October 31, 2026 ("Final Completion Date").

### SECTION D. COMPENSATION:

1. **Amount of Compensation.** In consideration of the satisfactory completion of the Project and all obligations under this Agreement by Contractor in a timely manner, and the acceptance of the Project by County, Contractor shall be paid an amount not to exceed ONE MILLION FOUR HUNDRED FOUR THOUSAND SEVEN HUNDRED SIXTY TWO AND 43/100 DOLLARS (\$1,404,762.43) exclusive of New Mexico Gross Receipts Tax (unless said amount is altered according to Change Order as provided herein for work performed under this Agreement) with all work billed at amounts equal to the rates for labor, materials, and equipment identified for Lee-Sure Pools Corporation in the City of Albuquerque Procurement Contract Price Agreement SHR000022791.2 which are incorporated by reference and made a part hereof, and further detailed in Exhibits A1 and A2, attached hereto and made a part hereof for all purposes.
2. **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services estimated by County and specified in Section D(1) herein, unless approved by Amendment to this Agreement, or Change Order as provided herein. This provision shall not be construed to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed does not exceed the not-to-exceed amount of this Agreement or any subsequent Amendment or Changer Order. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.

3. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any New Mexico Gross Receipts Tax (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 E. 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 F. PAYMENT TO MECHANICS AND LABORERS:** Contractor agrees to make prompt payment to its subcontractors and suppliers for work performed under the Contract within seven (7) calendar days after receipt of payment from County and to pay all mechanics and laborers in accordance with Section 57-28-5 NMSA 1978, as applicable. Contractor shall obtain from each supplier of labor, services or materials used in the performance of Contractor's obligations under this Contract a written release and waiver of all liens against County and Project. Such releases and waivers of lien shall be submitted to County with the final Application for Payment and may be required with each Application for Payment at County's sole discretion.

**SECTION G. MODIFICATION OF CONTRACT AND CHANGE ORDERS:** This Agreement may be modified only by mutual written consent of the Parties. County may at any time, as the need arises, order changes within the Project without invalidating this Agreement. If such changes increase or decrease the costs of the Project, or the time required for completion of the Project, an equitable adjustment to the amount of compensation due and/or times for completion of the Project shall be authorized by the *Change Order* as mutually agreed to by County and Contractor. Only the County Manager shall have authority to authorize such Change Orders on behalf of the County.

**SECTION J. 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 K. 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 L. 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 N. 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 M. 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; ONE MILLION DOLLARS (\$1,000,000.00) 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; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Property, Fire, and All Risk Insurance:**  
Contractor shall purchase and maintain until final payment, property insurance upon the Work at the site to the full insurable value thereof.  
This insurance shall insure against the perils of "all risk" insurance for physical loss and damage, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professional). If not covered under the "all risk" insurance, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

**SECTION M. 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 O. 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 P. 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 Q. 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 R. 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 S. 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 T. 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 U. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could



not have been reasonably avoided by exercise of due diligence; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

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

County:

Contractor:

Manuel Martinez - Project Manager

Incorporated County of Los Alamos  
1000 Central Ave., Suite 106  
Los Alamos, New Mexico 87544  
E-mail: [manuel.martinez@lacnm.us](mailto:manuel.martinez@lacnm.us)

Jacob Poper, Vice President  
Lee-Sure Pools Inc.  
8509 Calle Alameda NE  
Albuquerque, NM 87113  
E-mail: [jacob@leesurepools.com](mailto:jacob@leesurepools.com)

With a copy to:  
County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544  
E-mail: [attorney@lacnm.us](mailto:attorney@lacnm.us)

**SECTION AA. 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 AB. 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 AC. 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 AD. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached as Exhibit B. Contractor must submit this form with this Agreement, if applicable.

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

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

**SECTION AG. 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**

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

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

**Approved as to form:**

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

**LEE-SURE POOLS, INC., A NEW MEXICO**  
**CORPORATION**

**BY:** \_\_\_\_\_  
**JACOB POPER** **DATE**  
**VICE PRESIDENT**

**Exhibit A1  
Compensation Rate Schedule  
AGR25-922**

**1. Plaster Break Down (Main Pool) = \$437,180.00**

Pool plaster Removal and Replacement Per Square foot: \$22.00 @ 16,400SF = \$360,800.00

Pool Repair and Maintenance: Plaster Technician: Hourly rate: \$150.00 @ 228 Hours = \$34,200.00

Pool Repair and Maintenance: Assistant Technician: Hourly rate: \$100.00 @ 228 Hours = \$22,800.00

Pool Repairs and Maintenance: Laborer: Hourly Rate \$85.00 @ 228 Hours = \$19,380.00

**2. Racing Lanes, Floor Returns, Break Line and Expansion Joint, and Tile Break Down (Main Pool) = \$195,510.00**

Tile Replacement: per linear foot/per 6" wide lines: 2406' @ \$55.00 = \$132,330.00

Tile Replacement: per linear foot/per 6" wide lines: 172' @ \$45.00 = \$7,740.00

Materials Specialty Tile Red 2x2: \$3,100.00

Deck Joint Sealant: per Linear Foot: 86' @ \$10.00 = \$860.00

Tile Replacement: per linear foot/per 6" wide lines under 20': 72' @ \$65.00 = \$4,680.00

Materials Specialty: Floor returns tile \$6,120.00

Pool Repair and Maintenance: Tile Setter/Masonry: Hourly rate: \$150.00 @ 168 Hours = \$25,200.00

Pool Repair and Maintenance: Assistant Technician: Hourly rate: \$100.00 @ 80 Hours = \$8,000.00

Pool Repairs and Maintenance: Laborer: Hourly Rate \$85.00 @ 88 Hours = \$7,480.00

### **3. Toe Ledge Options (Main Pool) = \$37,215.00**

Specialty Surface: Per Square Foot 230' @ \$100.00 = \$23,000.00

Tile Replacement: per linear foot/per 6" wide lines under 20': 80' @ \$65.00 = \$5,200.00

Materials Specialty Tile: \$815.00

Pool Repair and Maintenance: Tile Setter/Masonry: Hourly rate: \$150.00 @ 26 Hours = \$3,900.00

Pool Repair and Maintenance: Assistant Technician: Hourly rate: \$100.00 @ 26 Hours = \$2,600.00

Pool Repairs and Maintenance: Laborer: Hourly Rate \$85.00 @ 20 Hours = \$1,700.00

### **4. Tile removal around existing perimeter and Tile installation (Main Pool) = \$90,940.00**

Tile Replacement: per linear foot/per 6" wide lines: 1380' @ \$45.00 = \$62,100.00

Materials Specialty Tile: \$8,740.00

Pool Repair and Maintenance: Tile Setter/Masonry: Hourly rate: \$150.00 @ 60 Hours = \$9,000.00

Pool Repair and Maintenance: Assistant Technician: Hourly rate: \$100.00 @ 60 Hours = \$6,000.00

Pool Repairs and Maintenance: Laborer: Hourly Rate \$85.00 @ 60 Hours = \$5,100.00

### **5. Remove grate covers and install new grate anchored to wall (Main Pool) = \$3,105.00**

Pool Repairs and Maintenance: Technician/Mechanic/Plumber: Hourly Rate 10 hours @ \$150.00 = \$1,500.00

Pool Repairs and Maintenance: Laborer: Hourly Rate \$85.00 @ 10 Hours = \$850.00

Materials: \$755.00

### **6. Installation of anchor cups to secure play floats (Main Pool) = \$19,912.00**

Pool Repair and Maintenance: Tile Setter/Masonry: Hourly rate: \$150.00 @ 40 Hours = \$6,000.00

Pool Repair and Maintenance: Assistant Technician: Hourly rate: \$100.00 @ 40 Hours = \$4,000.00

Pool Repairs and Maintenance: Laborer: Hourly Rate \$85.00 @ 40 Hours = \$3,400.00

Materials: \$6,512.00

## **7. Lighting (Main Pool) = \$39,740.00**

Pool Repairs and Maintenance: Technician/Mechanic/Plumber: Hourly Rate 90 hours @ \$150.00 = \$13,500.00

Materials: Twenty (20) LED white architectural series lights and brass mounting rings \$26,240.00

## **8. Decking (Main Pool) = \$68,760.00**

Specialty Surface: Remove grab rails and fill anchors for rails and starting blocks 68 SF @ \$100.00 = \$6,800.00

Deck replacement: per square foot 1500 SF @ \$25.00 = \$37,500.00

Tile Replacement: Per linear foot/per 6" wide lines under 20': 64 pieces of depth-marking and non-diving tiles @ \$65.00 = \$4,160.00

Deck joint Re-Sealing: per Linear foot: 530' @ \$10.00 = \$5,300.00

Pool Repair and Maintenance: Tile Setter/Masonry: hourly rate: \$150.00 @ 60 Hours = \$9,000.00

Pool Repair and Maintenance: Assistant Technician: Hourly rate: \$100.00 @ 60 Hours = \$6,000.00

## **9. Grab Rails (Main & Therapy Pool) = \$57,140.00**

Specialty Surface: Remove and pour new concrete 132 SF @ \$100.00 = \$13,200.00

Deck joint Re-Sealing: per Linear foot: 90' @ \$10.00 = \$900.00

Materials: Anchors, Rails and Escutcheons \$33,440.00

Pool Repair and Maintenance: Tile Setter/Masonry: hourly rate: \$150.00 @ 24 Hours = \$3600.00

Pool Repair and Maintenance: Assistant Technician: Hourly rate: \$100.00 @ 60 Hours = \$6000.00

**10. Decking (Therapy Pool) = \$9,820.00**

Specialty Surfacing: Fill in and texture tile areas: 50SF = \$5,000.00

Tile Replacement: per linear foot/per 6" wide lines under 20': Depth marking tile and no diving tile 28 @ \$65.00 = \$1,820.00

Pool Repair and Maintenance: Tile Setter/Masonry: hourly rate: \$150.00 @ 20 Hours = \$3,000.00

**11. Starting Block (Main Pool) = \$83,610.00**

Specialty Surface: Remove and pour new concrete 96 SF @ \$100.00 = \$9,600.00

Materials: Anchors and 8 Starting blocks = \$56,010.00

Pool Repair and Maintenance: Tile Setter/Masonry: hourly rate: \$150.00 @ 104 Hours = \$15,600.00

Pool Repair and Maintenance: Assistant Technician: Hourly rate: \$100.00 @ 24 Hours = \$2,400.00

**12. Sump Pump**

Remove the existing sump pump pit cover and haul off for proper disposal. Install new custom built sump pump cover with bracing and anchoring as needed.

Pool Repair and Maintenance: Hourly rate \$150.00 @ 160 hours = \$24,000.00

Pool Repair and Maintenance: Assistant Technician \$100.00 @ 40 hours = \$4,000.00

Materials=\$20,460.00

**13. Performance Bond and Payment (Labor and Materials) Bond = \$65,000.00**

**14. Contingency** = \$248,190.43. In the event that additional work is required, it shall be performed based on the rates in Exhibit "A2" of Compensation Rate Schedule.

**Exhibit A2  
Compensation Rate Schedule  
AGR25-922**

<b><u>Item #</u></b>	<b><u>Item Description</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Unit Price</u></b>
1	Acid Wash: per Square Foot	SQ FT	\$1.00
2	Bead Blasting: per Linear Foot	LF	\$10.00
3	Pool Plaster Repair: per Square Foot	SQ FT	\$30.00
4	Pool Plaster Removal and Replacement (down to gunnite): per Square Foot	SQ FT	\$22.00
5	Tile Repair: per Linear Foot/per 6 inches wide lines; Exclude pricing for specialty tile.	LF	\$65.00
6	Tile Replacement: per Linear Foot (reduced provide for all projects over 20 linear feet).	LF	\$45.00
7	Concrete Deck Repair: per Square Foot	SQ FT	\$30.00
8	Deck Replacement: per Square Foot	SQ FT	\$25.00
9	Deck Joint Re-Sealing: per Linear Foot	LF	\$10.00
10	Specialty Surfacing: per Square Foot	SQ FT	\$100.00
11	Pool Repairs and Maintenance: Pool Technician/Mechanic/Plumber: Hourly Rate	HR	\$150.00
12	Pool Repairs and Maintenance: Plaster Technician: Hourly Rate	HR	\$150.00
13	Pool Repairs and Maintenance: Assistant Technician: Hourly Rate	HR	\$100.00
14	Pool Repairs and Maintenance: Tile Setter/Masonry: Hourly Rate	HR	\$150.00
15	Pool Repairs and Maintenance: Laborer: Hourly Rate	HR	\$85.00



**Exhibit B**  
**Campaign Contribution Disclosure Form**  
**AGR25-922**

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

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

The following definitions apply:

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

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

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

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:

- (a) a prospective contractor, if the prospective contractor is a natural person; or
- (b) an owner of a prospective contractor.

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

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

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

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

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

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

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**Exhibit C**  
**Administrative Forms**  
**AGR25-922**

**Notice to Proceed**

Date: \_\_\_\_\_

To: \_\_\_\_\_

Address: \_\_\_\_\_

Incorporated County of Los Alamos

Agreement Number: AGR25-922

Lee-Sure Pools, Inc. – Aquatic Center Rehabilitation Project

You are notified that the Contract time under the above contract will start on \_\_\_\_\_, 2025. By that date you are to start performing your obligations under the Contract. You are required to return an acknowledged copy of this Notice to Proceed to the County's Designee before commencing any work and meet all other requirements of the Contract. The date of Substantial Completion of all work is therefore \_\_\_\_\_, 2026, and Final Completion of all work is therefore \_\_\_\_\_, 2026.

Incorporated County of Los Alamos

\_\_\_\_\_  
Anne W. Laurent  
County Manager

## Acceptance of Notice to Proceed



LOS ALAMOS

Receipt of the Notice to Proceed is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2025. for the following project:

CONTRACTOR:

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

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

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

## Contractor Personnel Information

**The Contractor will provide at the pre-construction meeting and update as necessary the following information to the County:**

- A. Contractor's Project Manager: \_\_\_\_\_
- B. Contractor's Superintendent: \_\_\_\_\_
  - 1. Address: \_\_\_\_\_
  - 2. Telephone No.: \_\_\_\_\_
  - 3. Email Address: \_\_\_\_\_
- C. Emergency Contact Information:
  - 1. Name: \_\_\_\_\_
  - 2. Phone No.: \_\_\_\_\_
  - 3. Name: \_\_\_\_\_
  - 4. Phone No.: \_\_\_\_\_
  - 5. Name: \_\_\_\_\_
  - 6. Phone No.: \_\_\_\_\_
  - 7. Name: \_\_\_\_\_
  - 8. Phone No.: \_\_\_\_\_
- D. List of authorized signatures for: Certified Payroll, Payroll Affidavits, Change Orders, Progress Payment Certifications.
  - 1. Name: \_\_\_\_\_
  - 2. Title: \_\_\_\_\_
  - 3. Name: \_\_\_\_\_
  - 4. Title: \_\_\_\_\_
- E. Project Safety Officer: \_\_\_\_\_
- F. Equal Employment Opportunity Officer: \_\_\_\_\_

The person listed in "B" will become the Contractor's Representative of Record. The Contractor will not be allowed more than one (1) Representative. The Contractor's Representative shall always supervise the project and be available when construction is in progress.

## Performance Bond



**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 will 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 Number: AGR25-922

Lee-Sure Pools, Inc. – Aquatic Center Rehabilitation Project

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 the 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 the County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the County all outlay and expenses which the 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.

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, or the work to

be performed thereunder, or the Contract Documents accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract.

PROVIDED, FURTHER, that no final settlement between the County and the 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 \_\_\_\_\_, 2025.

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: \_\_\_\_\_

## 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 the 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 the 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 Agreement described as follows:

Incorporated County of Los Alamos

Agreement Number: AGR25-922

Lee-Sure Pools, Inc. – Aquatic Center Rehabilitation Project

Which contract is by reference made part hereof, and is hereinafter referred to as the Agreement.



NOW, THEREFORE, the condition of this obligation is such that if the 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 \_\_\_\_\_, 2025.

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.

## Change Order

Change Order No.: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

Name of Project: **Incorporated County of Los Alamos**

### Contractor:

**The following changes are hereby made to the Contract Documents:**

JUSTIFICATION:

### CHANGE TO CONTRACT PRICE:

Original Price \$ \_\_\_\_\_

Current Contract Price adjusted by previous Change Order \$ \_\_\_\_\_

The Contract Price due to this Change Order will be (\_\_\_\_\_) by: \$ \_\_\_\_\_

The new Contract Price, including this Change Order will be \$ \_\_\_\_\_

### CHANGE TO CONTRACT TIME:

### FINAL COMPLETION

Original Contract Time \_\_\_\_\_ calendar days.

Current Contract time adjusted by previous Change Order(s) \_\_\_\_\_ calendar days.

The Contract Time will be (\_\_\_\_\_) by \_\_\_\_\_ calendar days.

New Contract Time including this Change Order will be \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date)

**APPROVALS REQUIRED:**

To be effective, this order must be approved by the County Manager; or the Los Alamos County Council if the contract modification, change order, or contract price adjustment exceeds the funding budgeted and specifically appropriated for this project, or as may otherwise be required by the General Conditions.

The adjustment in Contract price and/or Contract time stated in this Change Order shall constitute the total price and/or time adjustment due or owed the Contractor for the work or changes ordered by the Change Order. By executing the Change Order, the Contractor acknowledges and agrees that the stipulated price and/or time adjustments represent full compensation for all adjustments in the cost or the time required to perform the Contract as a whole arising directly or indirectly from the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected work under Contract not changed by the Change Order. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in contract price and/or time, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of this Change Order constitutes an agreement between Owner and Contractor that the Change Order represents an equitable adjustment to the Contract, and that the Contractor will waive all rights to file a claim on this Change Order after it is properly executed.

Requested by Engineer: \_\_\_\_\_

Recommended by (Project Manager): \_\_\_\_\_

Approved by (County Manager): \_\_\_\_\_  
Anne W. Laurent, County Manager

If applicable, approved by the County Council on the \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

Attest:

(County Council)

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

Title \_\_\_\_\_

**INCORPORATED COUNTY OF LOS ALAMOS  
CERTIFICATE OF SUBSTANTIAL COMPLETION**



**LOS ALAMOS**

**Date of Issuance:** \_\_\_\_\_

**Agreement Number:** \_\_\_\_\_

**Agreement Title:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Engineer:** \_\_\_\_\_

**This Certificate of Substantial/ Final Completion applies to all Work under the Contract Documents or to the following specified parts thereof:**

**TO:**

\_\_\_\_\_  
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

\_\_\_\_\_  
**DATE OF SUBSTANTIAL COMPLETION**

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents.

**Certificate of Substantial / Final Completion**  
**(Page 2 of 2)**

**This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents.**

Executed by Owner on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Project Manager

By: \_\_\_\_\_  
(Authorized Signature)

Accepted by the Architect on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Architect

By: \_\_\_\_\_  
(Authorized Signature)

Accepted by the Contractor on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
(Authorized Signature)

## Application and Certification for Payment Part 1



### APPLICATION & CERTIFICATION FOR PAYMENT County of Los Alamos

Application Date: \_\_\_\_\_ Period From: \_\_\_\_\_ To: \_\_\_\_\_  
Application Number: \_\_\_\_\_  
Project: \_\_\_\_\_ Bid Number: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Contract Date: \_\_\_\_\_

Change Order Summary			
Change Orders approved in previous months by County		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all Amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the County, and that Current Payment shown herein is now due.

#### CONTRACTOR:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1. ORIGINAL CONTRACT SUM \$ \_\_\_\_\_
2. Net change by Change Orders \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE \$ \_\_\_\_\_  
(Line 1 plus line 2)
4. TOTAL COMPLETED TO DATE \$ \_\_\_\_\_  
(Column F on Cont. Sheet)
5. BALANCE TO FINISH \$ \_\_\_\_\_  
(Line 3 less Line 4)
6. PREVIOUS TOTAL COMPLETED \$ \_\_\_\_\_  
(Line 4 from prior Application)
7. SUBTOTAL OF CURRENT PAYMENT \$ \_\_\_\_\_  
(Line 4 less Line 6)
8. **N.M. GROSS RECEIPTS TAX \$ \_\_\_\_\_**  
**(\_\_\_\_\_% of Line 7)**
9. CURRENT PAYMENT DUE \$ \_\_\_\_\_  
(Line 7 plus Line 8)

#### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on on-site observations and the data comprising the above application, the ENGINEER'S Project Manager certifies to the Owner that to the best of the ENGINEER'S Project Manager's knowledge, information and belief the Work has progressed as indicated, the quantity of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

**AMOUNT CERTIFIED:** \$ \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied for.)

#### ENGINEER'S PROJECT MANAGER:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

## Application and Certification for Payment Part 2

### 3.1.5 Application and Certification for Payment Part 2

**APPLICATION & CERTIFICATION FOR PAYMENT**  
**Incorporated County of Los Alamos**

Application Date: \_\_\_\_\_ Application Number: \_\_\_\_\_

[illegible]

### Affidavit of Payment and Release of Liens

**Affidavit of Payment and Release of Liens**

**Affidavit of Payment and Release of Liens  
Page 1 of 2**

*See page 2 of this form for instructions regarding (A)-(H)*

**To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:**

WHEREAS, the undersigned has been employed by (A)

---

—

to furnish labor and materials for (B)

---

—

work, under a contract (C)

---

—

for improvement of the premises described as (D)

---

\_\_\_\_\_

in the (E) \_\_\_\_\_ County of \_\_\_\_\_,

State of New Mexico of which \_\_\_\_\_ is the Owner.

**NOW, THEREFORE**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for and in consideration of the sum of (F) \$\_\_\_\_\_ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.



The undersigned hereby certifies that all work required to be done under terms of the above described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

## Affidavit of Payment and Release of Liens

Page 2 of 2

### EXCEPTIONS:(G)

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### INSTRUCTIONS:

1. Person or firm with whom you agreed to furnish either labor, or services, or materials, or both. (A)
2. Fill in the nature and extent of work; strike the word labor or the materials if not in the contract. (B)
3. Identify contract(s) by number, description, and extent of work. (C)
4. Describe improvements and location of the premises to exclude all others. (D)
5. Name community, such as City of \_\_\_\_\_, Village of \_\_\_\_\_, or Unincorporated Area known as \_\_\_\_\_. (E)
6. Amount shown should be the amount actually received and equal to the total adjusted contract. (F)
7. If none, write "None". If required by Owner, Contractor shall furnish bond satisfactory to Owner for each exception. (G)
8. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing affidavit should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate as partner. (H)

(H) \_\_\_\_\_  
(Name of sole ownership, corporation or partnership)

\_\_\_\_\_  
(Signature of Authorized Representative)

TITLE: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT D

### LICENSE AGREEMENT FOR STAGING AREA

**THIS LICENSE AGREEMENT** (Agreement) is entered into by and between the **Incorporated County of Los Alamos (County)** and **Contractor, a New Mexico Corporation** to be effective for all purposes on \_\_\_\_\_.

#### A. PURPOSE

The purpose of this Agreement is to grant to CONTRACTOR the revocable privilege of using County properties (Properties), more specifically described herein, for staging areas to facilitate CONTRACTOR'S work on **Los Alamos County Project No. AGR25-922 LEE-SURE POOLS**. The County's grant of this revocable privilege shall satisfy County's obligation to provide CONTRACTOR with staging areas under the above-identified Project.

#### B. TERM

This Agreement shall commence on \_\_\_\_\_ and shall continue until CONTRACTOR'S work under the above-referenced Project is substantially complete, unless sooner terminated as provided herein.

#### C. USE OF THE PREMISES

County grants to CONTRACTOR the use of the property described herein for staging area to include the placement, unless specifically excluded herein one (1)-caretaker unit, the storage of Project related materials, and the storage of Project related equipment, and for no other purpose. Caretaker units shall not exceed eight (8) feet by forty (40) feet and may be used as a dwelling unit for CONTRACTOR'S personnel with a maximum of two (2) occupants per unit.

#### D. GENERAL REQUIREMENTS APPLICABLE TO ALL PROPERTIES

The following requirements are applicable to all Properties unless specifically addressed or modified in Section E. Specific Properties herein: CONTRACTOR shall:

1. Provide properly anchored portable toilets sufficient in number to accommodate all waste generated within the Property. Locate portable toilets as far as possible away from residential development and provide for their regular and routine maintenance and servicing;
2. Provide covered trash receptacles sufficient in number to accommodate all refuse generated within the property and provide for their regular and routine maintenance and servicing;
3. May provide sufficient lighting necessary for security and safety of persons, material and equipment as well as for the security and safety of the public. Such lighting shall be down directed and produce no glare and conform to the New Mexico Dark Sky Act;
4. Provide and maintain a protective buffer between staging activities and nearby water courses;
5. Provide Good housekeeping measures as outlined in the Storm Water Pollution Prevention Plan (SWPPP) will be adhered to at all times;
6. Provide any applicable utility hook-ups at contractor's coordination and expense;

7. Provide storm water pollution protection and management at his/her expense;
8. Ensure staging area boundaries do not encroach onto other properties or open space.

## E. SPECIFIC PROPERTIES

The following specific Properties, including specific uses or limitations to such use, are designated as staging areas for use by CONTRACTOR in conformity with the contract documents and this License.

**STAGING AREA: An area near the site as coordinated with the Contractor and County Project Manager** (Contractor accepts to use area by initialing: \_\_\_\_\_)

Site-specific requirements are as follows:

1. Weather resistant Information Board for posting required information such as prevailing wage rates, Need to Know information, Notice of Intent, Safety Info, etc.;
2. Fuel storage tank is **not** permitted;
3. Limited Repair of vehicles and equipment is permitted as per SWPPP;
4. Clearing and grubbing is **not** permitted;
5. Grading of the property is **not** permitted;
6. Fencing exists but Contractor is responsible for providing additional security if deemed necessary by the Contractor. Optional lighting to the extent that surrounding homes are not affected by glare is permitted; to be approved by Project Manager;
7. All materials and equipment must be confined within the defined area;
8. Limited storage space of traffic control devices and storage containers is permitted;
9. Maximum of two (2) portable toilets are permitted;
10. Contractor shall provide adequate dust control at proper frequencies within the staging area;
11. Sweep Staging area *as needed*.

## G. ASSIGNMENT

This License is not assignable.

## H. RECORDS

CONTRACTOR shall maintain throughout the term of this License records necessary to demonstrate that all of the terms and conditions of the License have been met, including but not limited to records relating to any necessary licenses, permits, and other "authorizations" and compliance with any and rules, regulations, requirements or guidelines applicable to CONTRACTOR'S use of the Properties. CONTRACTOR shall make available for inspection by County all records, books of account, memoranda and other documents pertaining to County immediately upon request of County.

## I. STRUCTURES, IMPROVEMENTS, ALTERATIONS OR ADDITIONS

Except as specifically permitted or required herein, no structures, improvements, alterations or additions shall be permitted on the Properties without the prior written authorization of County. CONTRACTOR shall maintain and leave the" Properties in a

clean condition, free of debris and litter, and restored to their prior condition or as close thereto as is reasonably practicable.

#### **J. LIABILITY**

County shall not be liable for any cost of expense or any kind or nature with respect to this License or CONTRACTOR'S use of the Properties, CONTRACTOR shall promptly pay all costs and expenses associated with CONTRACTOR'S use of the Properties including, without limitation, the cost of utility services and fencing. CONTRACTOR shall assure; and provide evidence to County that the insurance maintained by CONTRACTOR under its Contract the performance of work **AGR25-922** is applicable to and will cover losses resulting from the use of the Properties. CONTRACTOR agrees to indemnify, defend, and hold County harmless from any liability, damage, loss, injury, cause of action, and costs and expenses (including attorneys' fees), of any kind or nature, arising from or in any way related to the use of the Properties, including but not limited to, any liability, damage, loss, injury, cause of action, or costs and expenses (including attorneys' fees) arising from or in any way related to any actual, threatened or alleged disposal, release, or contamination by hazardous substances of the Properties by CONTRACTOR its employees, subcontractors and agents. CONTRACTOR'S obligations under this Section shall survive the expiration or termination of the License.

#### **K. SAFETY**

CONTRACTOR shall assure that all of its operations conducted on the Properties are performed in a safe manner.

#### **L. COUNTY ACCESS TO PROPERTIES**

County and its designated representatives shall have access to the Properties at all times. CONTRACTOR shall notify County immediately of any situation that may arise on the Properties that may cause damage or harm to the health, welfare or safety of the public or to the environment and property of County and shall fully cooperate with County in addressing any such situation.

#### **M. APPLICABLE LAWS**

CONTRACTOR shall comply with all federal, state, and local laws, regulations, ordinances and, other legal requirements applicable to CONTRACTOR'S use of and activities on the Properties. This License shall be construed and enforced according to the Laws of the State of New Mexico.

#### **N. CANCELLATION AND VACATION OF THE PROPERTIES**

County may, at its sole discretion immediately cancel this License or any part hereof at any time with or without cause and no further use shall be made of the Properties by CONTRACTOR. Failure of County to fully enforce any and all provisions of this License shall not constitute a waiver of any future breach of any such terms or provisions. Upon expiration or cancellation of this License, the CONTRACTOR shall remove within seven (7) days all equipment, tools, vehicles, and any other property belonging to the CONTRACTOR from the Properties and shall leave the Properties in clean condition, free

of debris and litter and restored to its prior condition or as close thereto as reasonably practicable.

**ATTEST:**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**Michael D. Redondo**  
**County Clerk**

\_\_\_\_\_  
**Anne W. Laurent**  
**County Manager**

**Approved as to Form**

\_\_\_\_\_  
**J. Alvin Leaphart**  
**County Attorney**

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**