



AGR16-049

## INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **EnviroWorks, LLC**, a New Mexico limited liability company ("Contractor"), to be effective for all purposes May 25, 2016.

**WHEREAS**, the County Purchasing Agent 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. 16-049 (the "RFP") on Thursday, March 17, 2016 requesting proposals for Landfill Scar Repair as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated April 15, 2016 ("Contractor's Response"); and

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

**WHEREAS**, County contracted with Geologic Associates ("GLA") to conduct preliminary site evaluations and prepare a conceptual repair design; and

**WHEREAS**, the results of GLA's work provide the documents Contractor will utilize to perform the work; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on May 24, 2016; and

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

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

**SECTION A. SERVICES:** Contractor shall provide the following Services and will furnish all the expertise, materials, equipment, tools, labor and all supplies, necessary to complete the project as set forth below and in accordance with this Agreement.

### 1. MOBILIZATION/DEMobilIZATION AND SITE PREPARATION

- a. Mobilization/Demobilization – Mobilize equipment to perform work and demobilize and clean the site after all work and testing has been performed and accepted by County.
- b. Install temporary erosion control and temporary storm water control measures; install silt fences, erosion control fiber rolls (waddles), and other erosion control measures as shown on GLA's drawings. Contractor shall be responsible for controlling storm water flowing into and out of the repair area site at all times during this project. Any storm water related repairs will be made by Contractor at no additional cost to County.

- c. Site Preparation Work shall include grubbing, stripping, access ramp construction, and removal of existing concrete blocks as shown on GLA's drawings.

## **2. EXCAVATION**

- a. Prior to excavation Contractor shall perform topographic surveys to define beginning surfaces for excavation quantity computations.
- b. Contractor shall excavate and haul refuse contaminated soil to designated stockpile or ECO Station as shown on GLA's drawings.
- c. Contractor shall excavate mechanically stabilized earth ("MSE") wall foundation and sidewall abutments. After bedrock has been exposed, Contractor will excavate bedrock to a depth of approximately one (1) foot allowing County to inspect foundation excavation and test the bedrock material, to determine whether additional excavation is required. After Contractor receives County approval of foundation trench excavation, Contractor will provide as-built survey upon which to base the final construction design.

## **3. MSE WALL CONSTRUCTION DESIGN DETAIL AND FINALIZE**

Contractor will prepare the final MSE wall construction design. Contractor will submit MSE wall slope stability computations demonstrating a minimum static factor-of-safety (FOS) equal to or greater than 2.0 and a dynamic FOS of greater than or equal to 1.5 with an applied seismic load of 1.5g. Unless directed by County, no phreatic or piezo metric surfaces shall be included in this computation. Final design drawing(s), geogrid and compacted backfill specifications, and slope stability computation will be stamped by a professional engineer registered in the State of New Mexico. All material submittals, design drawings, and specifications will be reviewed and approved by County.

## **4. MSE WALL CONSTRUCTION**

Contractor shall, based on the final construction design and specifications, construct the MSE wall.

## **5. FINAL COVER SYSTEM**

After wall construction is complete Contractor will begin final cover; including testing on-site soil for suitability and re-seeding pursuant to final design as provided by GLA.

## **6. STORM WATER CONTROL FEATURES**

The final storm water control feature installations, including location and routing of the channels will be installed per the final design and MSE wall location.

## **7. SURVEYING AND AS-BUILT DRAWING PREPARATION**

Contractor shall provide as-built drawings and survey documents including drawings, point listings, and site control references and will submit this information to the County for inclusion in the final construction certification report, which must be stamped by a Professional Land Surveyor registered in New Mexico.

**SECTION B. TERM:** The term of this Agreement shall commence May 25, 2016 and shall continue through October 14, 2016, unless sooner terminated, as provided herein.

## **SECTION C. COMPENSATION:**

- 1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed ONE MILLION THREE HUNDRED SIXTY ONE THOUSAND EIGHT HUNDRED THIRTY FIVE AND 23/100 DOLLARS (\$1,361,835.23), which amount

does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the cost summary sheet set out in Exhibit "A," attached hereto and made a part hereof for all purposes.

2. **Monthly Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing 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. All disputes related to performance and payment shall be governed by Chapter 31 of the County's Procurement Code.

**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 will 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 the 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 will 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 exceeds 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 the County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will 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) combined single limit 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. **Pollution Liability Insurance:** 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. \$1,000,000 combined single limit per occurrence; \$2,000,000 aggregate.

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

**SECTION K. APPLICABLE LAW:** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

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



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

**SECTION N. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

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

**SECTION P. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION Q. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**SECTION R. TERMINATION:**

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

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

County:

Project Manager, Dept. of Public Works  
Incorporated County of Los Alamos  
101 Camino Entrada, Building 1, Room 216

Contractor:

Lisa Martinez, Contract Manager  
EnviroWorks, LLC  
Post Office Box 340

Los Alamos, New Mexico 87544


Edgewood, New Mexico 87015

**SECTION T. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

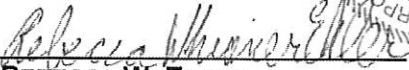
**SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

**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**

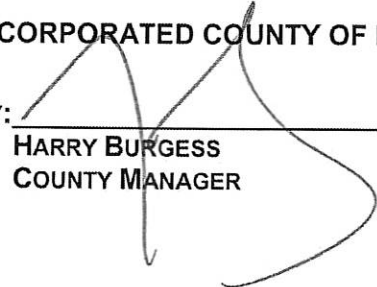
  
SHARON STOVER  
COUNTY CLERK

Approved as to form:

  
REBECCA W. EHLER  
COUNTY ATTORNEY



**INCORPORATED COUNTY OF LOS ALAMOS**

BY:   
HARRY BURGESS  
COUNTY MANAGER

5/24/16  
DATE

**ENVIROWORKS, LLC, A NEW MEXICO LIMITED  
LIABILITY COMPANY**

BY:   
N. SEAN GROSSETETE  
MANAGING/MEMBER

DATE

**EXHIBIT A**  
**AGR16-049**  
**COST SUMMARY SHEET**

BASE UNIT PRICES FOR:

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
<b>Los Alamos County Landfill Cover Repair</b>					
<b>Mobilization/Demobilization and Site Preparation</b>					
1	Mobilization/Demobilization	Lump Sum	1	11,812.80	11,812.80
2	Install Temporary Erosion Control and Temporary Storm Water Control Measures	Lump Sum	1	6,915.73	6,915.73
3	Site Preparation Work	Lump Sum	1	621.00	621.00
<b>Excavation</b>					
4	Excavate/Haul Refuse Contaminated Soil to Transfer Station (Includes Applicable Transfer Station Disposal Fee) and Non-contaminated Soil to Designated Stockpile	Cubic Yard	1100*	102.98	113,278.00
5	Excavate MSE Wall Foundation and Abutments	Cubic Yard	40*	92.98	3,719.20
<b>MSE Wall Design/Detail and Finalize; Construction</b>					
6	MSE Wall Final Construction Design Drawings, Specifications, and Slope Stability Computations	Lump Sum	1	129,421.43	129,421.43
7	Placement of Geocomposite Chimney Drains	Square Foot	150*	44.55	6,682.50
8	Placement of 4-inch Diameter Pipe Drains (Heel Drain)	Linear Foot	45*	71.61	3,222.45
9	Placement of MSE Wall Block Material, Compacted Backfill with Geogrid, and Engineered Fill	Cubic Yard	8900*	68.86	612,854.00
<b>Final Cover System</b>					
10	Subgrade Preparation	Cubic Yard	370*	5.78	2,138.60
11	Geomembrane Placement	Square Foot	9880*	1.48	14,622.40
12	Geocomposite Placement	Square Foot	9880*	1.56	15,412.80
13	24-inch Vegetative Soil Layer Placement	Cubic Yard	735*	29.65	21,792.75
14	Seeding	Square Yard	1200*	5.22	6,264.00
<b>Storm Water Control Features</b>					
15	Concrete Fabric Lined Channels and Basins	Square Yard	445*	133.41	59,367.45
16	Pond Regrade	Cubic Yard	1500*	3.45	5,175.00
17	Riprap Discharge Aprons	Ton	60*	135.00	8,100.00
<b>Miscellaneous</b>					
18	Surveying and As-built Drawings	Lump Sum	1	26,165.45	26,165.45

\*Actual quantities will be determined by the pre- and post-construction surveys conducted by County and Contractor.

NA=Not Applicable

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest Inc. NM - CL 320 Osuna Rd, NE, Suite G-1 Albuquerque, NM 87107 505 262-2621	CONTACT NAME: Sam Conlee / Hilton Stout
	PHONE (A/C, No, Ext): 505 262-2621 FAX (A/C, No): 855-512-3881 E-MAIL ADDRESS: Hilton.Stout@usi.biz
INSURED Enviroworks, LLC PO Box 340 Edgewood, NM 87015	INSURER(S) AFFORDING COVERAGE
	INSURER A: Builders Trust of New Mexico NAIC # 99999
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	WC10000058892015A	01/01/2016	01/01/2017	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Los Alamos Landfill Scar Repair

The Workers' Compensation policy provides a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

## CERTIFICATE HOLDER

## CANCELLATION

Incorporated County of Los Alamos  
101 Camino Entrada Building 1  
Room 216  
Los Alamos, NM 87544

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Barbara J. Davis*

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# CERTIFICATE OF LIABILITY INSURANCE

ENVLL-1

OP ID: SJ

DATE (MM/DD/YYYY)

05/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER  
Linton & Associates, LLC  
1204 Central Ave SW  
Albuquerque, NM 87102  
William Byer

CONTACT NAME: William Byer

PHONE (A/C No, Ext): 505-247-1530

FAX (A/C No): 505-243-5821

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Arch Specialty Insurance Co

INSURER B: Liberty Mutual Commercial Insu

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Enviroworks LLC  
Attn: Sean Grossetete  
PO Box 340  
Edgewood, NM 87015

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	12EMP7194704	09/13/2015	09/13/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> HIRED CAR <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	BAS55203953	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	12EMX7194804	09/13/2015	09/13/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Los Alamos Landfill Scar Repair.  
Certificate Holder is named as Additional Insured with respect to Insured operations as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

INCCO-1

Incorporated County of  
Los Alamos  
101 Camino Entrada  
Building 1, Room 216  
Los Alamos, NM 87544

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE