

LACF2022-0029 02/08/2022 09:03 AM  
 Page(s): 16 Naomi D Maestas - County Clerk  
 Los Alamos County, NM Anna M. Archuleta - Deputy



AGR22-18a



**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 **All-Rite Construction, Inc.**, a New Mexico corporation ("Contractor"), to be effective for all purposes February 2, 2022.

**WHEREAS**, County is in need of On-Call Facilities Construction Services; and

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-18 (the "RFP") on August 29, 2021, requesting proposals for On-Call Facilities Construction Services, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated September 23, 2021 ("Contractor's Response"); and

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

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was one (1) of five (5) successful Offerors for the services listed in the RFP; and

**WHEREAS**, the County Council, as part of a multiple-source award, approved this Agreement, AGR22-18b, AGR22-18c, AGR22-18d, and AGR22-18e at a public meeting held on February 1, 2022; and

**WHEREAS**, the aggregate compensation between this Agreement and Agreements AGR22-18b, AGR22-18c, AGR22-18d, and AGR22-18e shall not exceed the sum of FOUR MILLION DOLLARS (\$4,000,000.00), excluding New Mexico gross receipts taxes ("NMGRT"); and

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

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

**SECTION A. SERVICES:**

**1) General.**

- a) Contractor shall supply on-call facilities construction, installation, maintenance, and replacement work to the County on an as-needed basis (hereafter "Services") at the prices listed in Exhibit "A," attached hereto and made a part hereof for all purposes. County reserves the right, at its sole discretion, to separately quote or bid any construction project pursuant to the provisions of this Agreement. Contractor shall supply all materials,

including but not limited to, personal protective equipment ("PPE") and Occupational Safety and Health Administration ("OSHA") required equipment and supplies, construction materials, and specialty rental equipment necessary to complete the Services in accordance with the Rate Schedule (Exhibit "A").

- b) The Services shall be conducted in strict compliance with the manufacturer's requirements, industry standards, and applicable local, state and federal codes and requirements, and by workers trained and properly licensed to perform the work.
- c) Contractor shall provide for all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed and disposed of at an approved waste disposal site. Contractor shall protect staff and the public from the work.

## 2) Task Orders.

- a) County's Project Manager ("Project Manager") shall request the Services of Contractor for individual or multiple projects through a Request for Quote(s). Each Request for Quote shall identify the work and Services to be performed and a timeline for Project completion. A Request for Quote may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample task order is provided in Exhibit "B," attached hereto and made a part hereof for all purposes. Project Manager shall address the following items for each Request for Quote:
  - i) Expected Project Scope.
  - ii) Requirements for as-built drawings, submittals, etc.
  - iii) Site access and working hours.
  - iv) User impacts if any.
  - v) Phasing of the Work.
  - vi) Security requirements.
  - vii) Utility interruptions.
  - viii) Permits that may be required. Ultimate compliance with permitting requirements lies with Contractor.
  - ix) Protection of County property.
  - x) Debris and trash disposal.
  - xi) Fire alarm impacts.
  - xii) Noise and dust control.
  - xiii) Environmental Impacts: Lead, PCB, SWPPP, or other special requirements.
- b) Upon the County's issuance of a Request for Quote, Contractor shall provide a written, itemized Quote for the task(s), work, and/or services requested by Project Manager ("Quote"), within fifteen (15) working days of receipt of the request. The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Task Order. Contractor's Quote shall address each of the items noted above in Section A(2)(a) and other items as deemed necessary for County's consideration. Cost shall conform to the rates detailed in Exhibit "A." Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare each of the proposals shall be considered as incidental to this Agreement and not compensable.

- c) If Contractor's Quote is acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). Contractor is authorized to begin work only upon receipt of the Approved Task Order.
- d) If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before work commences. The Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the task order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor continuing the performance of Services. In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum amount of compensation set forth in this agreement unless modified by County. Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.
- e) Contractor must take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work and renting equipment. Costs for any Subcontractors shall be paid to Contractor at the same rate as Contractor. All subcontractor costs shall be included in the Contractor's invoicing with Subcontractor itemized costs.
- f) This Agreement does not provide Contractor with a guarantee that County will accept Contractor's Quotes and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any construction project. County's issuance of a Request for Quote is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quotes as needed.

### **3) Pay of Prevailing Wages and Bond Requirements**

- a) Individual Task Orders which exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and issue it to the Contractor prior to the preparation of the Task Order.
- b) Contract Performance and Payment and Performance Bonds: When an individual Task Order is awarded in excess of the state prevailing wage threshold, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the individual Task Order. A sample Payment Bond and Performance Bond are attached as Exhibit "C":
  - i) A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent of the price specified in the individual Task Order; and
  - ii) A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the individual Task Order. The bond shall be in an amount equal to 100 percent of the price specified in the individual Task Order.

**SECTION B. TERM:** The term of this Agreement shall commence February 2, 2022, and shall continue through February 1, 2029, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

1. **Amount of Compensation.**
2. County shall pay compensation for performance of the Services in accordance with the Rate Schedule set out in Exhibit "A." Compensation for all Agreements (AGR22-18a, AGR22-18b, AGR22-18c, AGR22-18d, and AGR22-18e) and Task Orders under this Agreement, shall not exceed a combined total of FOUR MILLION DOLLARS (\$4,000,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR").
3. Materials shall be paid at invoice cost from the Contractor. Specialty rental equipment (excluding small tools) shall be paid at rental cost from the Contractor with applicable proposed hourly rates for administrative/invoice processing costs, in accordance with the Rate Schedule set out in Exhibit "A."
4. There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
5. Individual task orders that exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) shall also require County Council approval.
6. **Maximum Compensation.** Compensation for all Agreements AGR22-18a, AGR22-18b, AGR22-18c, AGR22-18d, and AGR22-18e, and Task Orders under this Agreement, shall not exceed a combined total of FOUR MILLION DOLLARS (\$4,000,000.00), excluding NMGR.
7. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, including any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. When applicable, itemized invoices shall be paid in conformance to legal requirements for Public Works projects exceeding the prevailing wage threshold. Invoices shall itemize all materials and supplies (excluding PPE and other items typically supplied by the Contractor), rental equipment charges and other applicable charges, plus Labor Charges in accordance with Exhibit "A", when requested by the Project Manager.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any

agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

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

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; 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.

**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, only to the extent that the liability, damages, claims, demands, action, losses or costs are caused by, or arise out of Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

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

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

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

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

**SECTION R. TERMINATION:**

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

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

County:

Project Manager, Public Works  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 160  
Los Alamos, New Mexico 87544

Contractor:

Meshach Alvarado, President  
All-Rite Construction, Inc.  
539 Oliver Ross Drive N.W.  
Albuquerque, New Mexico 87121

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

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

**SECTION V. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

*Naomi D. Maestas*

\_\_\_\_\_  
NAOMI D. MAESTAS  
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

BY: *Steven Lynne*

2/2/2022

\_\_\_\_\_  
STEVEN LYNNE  
COUNTY MANAGER

DATE

Approved as to form:

*Kathryn S. Thwaites for*

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

ALL-RITE CONSTRUCTION, INC., A NEW MEXICO CORPORATION

BY: *Meshach Alvarado*

2/2/2022

\_\_\_\_\_  
MESHACH ALVARADO  
PRESIDENT

DATE

Exhibit "A"  
Compensation Rate Schedule  
AGR22-18a

**Materials Costs & Specialty Equipment Rental:**

Materials shall be paid at invoice cost from the vendor/supplier with applicable hourly rates for administrative/invoice processing costs as identified below. Specialty rental equipment (excluding small tools) to be paid at Contractor's rental cost with applicable hourly rates for administrative/invoice processing costs as identified below.

<b>Administrative/Invoice Fee Hourly Rates</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
Material Administrative Processing Cost - Hourly	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Subcontractor Administration Processing Cost - Hourly	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00

	<b>Hourly Wage Rate</b>						
<b>Labor Classification</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
<b>Supervisory Group</b>							
Project Manager	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Superintendent	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Foreman	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
<b>Laborers</b>							
Group I - Unskilled	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
Group II - Semi-skilled	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
Group III - Skilled	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
Group IV - Specialty	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
<b>Electricians-Outside Classifications</b>							
Ground man	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Equipment Operator	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Lineman/ Technician	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Cable Splicer	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
<b>Electricians-Inside Classifications</b>							

Wireman/low voltage technician	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Cable Splicer	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
<b>Power Equipment Operators*</b>							
Group I	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Group II	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Group III	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Group IV	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Group V	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Group VI	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Group VII	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Group VIII	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Group IX	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Group X	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
<b>Truck Drivers</b>							
Group I-IX	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
<b>Miscellaneous</b>							
Bricklayer/Block layer/Stonemason	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Carpenter/Lather	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Cement Mason	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Ironworker	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Painter- Commercial	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Plumber/Pipefitter	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00

\*As defined in Title 11, Labor and Workers Compensation, Chapter 1 Labor General Provisions, Part 2 Public Works Minimum Wage Act Policy Manual, New Mexico Administrative Code (NMAC)

#### Other Costs and Charges.

Rate for Mobilization as a one-time mobilization charge shall be utilized **per Task Order** for the range of Task Order amounts below (shall apply to any job site location in Los Alamos County):

Task Orders Amount (less GRT)	Mobilization Charge
Less than \$25,000	\$ 1,000.00
\$25,000 to \$50,000	\$ 1,500.00

>\$50,000 to \$75,000	\$ 1,750.00
>\$75,000 to \$100,000	\$ 2,000.00
>\$100,000 to \$150,000	\$ 2,250.00
>\$150,000 to \$200,000	\$ 2,500.00
>\$200,000 to \$250,000	\$ 2,750.00
>\$250,000 to \$300,000	\$ 3,000.00
>\$300,000 to \$350,000	\$ 3,250.00
>\$350,000 to \$400,000	\$ 3,500.00
>\$400,000 to \$450,000	\$ 3,750.00
>\$450,000 to \$500,000	\$ 4,000.00
>\$500,000 and beyond	\$ 5,000.00

**Subcontractors:**

Shall be paid at the subcontractor's cost to Contractor based upon an itemized quote for labor, material, and equipment costs with applicable hourly rates for administrative processing costs as identified herein.

**Exhibit "B"**  
**AGR22-18a**  
**SAMPLE TASK ORDER**

**Los Alamos County**  
2022 On-Call Contractors

Task Order Form AGR22 xxxx-yyyy  
AGR DATE December 2022

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**AGR20-xxxx TASK ORDER #1    CONTRACTOR – New Construction Job"**

**DATE PREPARED:**

**CHARGE:**

**CONTRACT MANAGER:** Wayne Kohlrust, 505-663-1873, All changes in scope, budget or schedule (extensions) need to be approved in advance in writing by Wayne Kohlrust.

**COUNTY REQUESTOR/CONTACT:** Wayne Kohlrust, 505-663-1873.

**ATTACHMENTS:**

1. Proposal from CONTRACTOR. Dated MM DD, YY, in the amount of \$\_\_\_ plus NMGRT.

**COMMENCE WORK DATE:** Upon issuance of Purchase Order

**REQUESTED DELIVERY DATE:** As soon as it can be scheduled; end of September or early October

**SCOPE OF WORK REQUESTED:**

1. Complete the Task

**DELIVERABLE:**

1. Completion of work.

**ESTIMATED COST:**

1. Cost \$\_\_\_ plus NMGRT.

**ESTIMATED VALUE OF ALL TASK ORDERS TO DATE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses): \$100,000**

**CURRENT CONTRACT VALUE (not including Reimbursable Expenses or GRT): \$4,000,000**

**Estimated Balance Incl This Task Order: \$3,900,000**



Exhibit "C"  
AGR22-18a  
Administrative Forms  
**Performance Bond**



LOS ALAMOS

**Bond No.** \_\_\_\_\_

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

THE CONDITIONS OF THIS BOND are such that, whereas, Contractor has been awarded and has agreed to enter into a certain Contract with the Incorporated County of Los Alamos, to which this Performance Bond shall be attached and incorporated therein, for performance of Work or services on Project specifically described in the Contract document for:

Incorporated County of Los Alamos  
Agreement No. – AGR22-18a  
All-Rite Construction, Inc. On-Call Facilities Construction

and if Contractor shall perform and complete all of the undertakings, covenants, terms, and obligations of said Contract during the original term thereof, and any extensions which may be granted by County with or without notice to the Surety, and if Contract shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay County all outlay and expenses which County may incur in making good any default, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**Performance Bond Continued**

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six (6) months following the expiration of said express guarantees, if any.

The Surety acknowledges that said Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Right of action with respect to any express guarantees, if any, in said Contract shall accrue following completion and formal acceptance of the work under said contract.

The right to sue on this bond accrues only to the contracting agency and the parties to whom New Mexico Statutes Annotated, 1978 Comp. 13-4-18 through 13-4-20, as amended, grant such right; and such right shall be exercised only in accordance with the provisions and limitation of said statutes.

PROVIDED, FURTHER, that Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of Contract. The Agreement, including all Exhibits and Attachments, or the work to be performed thereunder accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract.

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

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

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

**CONTRACTOR AS PRINCIPAL:**

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

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

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

ATTEST: \_\_\_\_\_

**SURETY:**

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

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

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

ATTEST: \_\_\_\_\_

## Payment (Labor and Materials) Bond



LOS ALAMOS

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

Bond No. \_\_\_\_\_

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

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

WHEREAS, Contractor has agreed to enter into the Contract:

Incorporated County of Los Alamos  
Agreement No. – AGR22-18a  
All-Rite Construction, Inc. On-Call Facilities Construction

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and materials and supplies be furnished under the original contract or any contract thereunder, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject, however to the following conditions:

THIS PAGE INTENTIONALLY LEFT BLANK. NO TERMS OR CONDITIONS HAVE  
BEEN OMITTED.



**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 **GME General Building, LLC**, a New Mexico limited liability corporation ("Contractor"), to be effective for all purposes February 2, 2022.

**WHEREAS**, County is in need of On-Call Facilities Construction Services; and

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-18 (the "RFP") on August 29, 2021, requesting proposals for On-Call Facilities Construction Services, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated September 23, 2021 ("Contractor's Response"); and

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

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was one (1) of five (5) successful Offerors for the services listed in the RFP; and

**WHEREAS**, the County Council, as part of a multiple-source award, approved this Agreement, AGR22-18a, AGR22-18b, AGR22-18d, and AGR22-18e at a public meeting held on February 1, 2022; and

**WHEREAS**, the aggregate compensation between this Agreement and Agreements AGR22-18a, AGR22-18b, AGR22-18d, and AGR22-18e shall not exceed the sum of FOUR MILLION DOLLARS (\$4,000,000.00), excluding New Mexico gross receipts taxes ("NMGRT"); and

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

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

**SECTION A. SERVICES:**

**1) General.**

- a) Contractor shall supply on-call facilities construction, installation, maintenance, and replacement work to the County on an as-needed basis (hereafter "Services") at the prices listed in Exhibit "A," attached hereto and made a part hereof for all purposes. County reserves the right, at its sole discretion, to separately quote or bid any construction project pursuant to the provisions of this Agreement. Contractor shall supply all materials,

including but not limited to, personal protective equipment (“PPE”) and Occupational Safety and Health Administration (“OSHA”) required equipment and supplies, construction materials, and specialty rental equipment necessary to complete the Services in accordance with the Rate Schedule (Exhibit “A”).

- b) The Services shall be conducted in strict compliance with the manufacturer’s requirements, industry standards, and applicable local, state and federal codes and requirements, and by workers trained and properly licensed to perform the work.
- c) Contractor shall provide for all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed and disposed of at an approved waste disposal site. Contractor shall protect staff and the public from the work.

## 2) Task Orders.

- a) County’s Project Manager (“Project Manager”) shall request the Services of Contractor for individual or multiple projects through a Request for Quote(s). Each Request for Quote shall identify the work and Services to be performed and a timeline for Project completion. A Request for Quote may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample task order is provided in Exhibit “B,” attached hereto and made a part hereof for all purposes. Project Manager shall address the following items for each Request for Quote:
  - i) Expected Project Scope.
  - ii) Requirements for as-built drawings, submittals, etc.
  - iii) Site access and working hours.
  - iv) User impacts if any.
  - v) Phasing of the Work.
  - vi) Security requirements.
  - vii) Utility interruptions.
  - viii) Permits that may be required. Ultimate compliance with permitting requirements lies with Contractor.
  - ix) Protection of County property.
  - x) Debris and trash disposal.
  - xi) Fire alarm impacts.
  - xii) Noise and dust control.
  - xiii) Environmental Impacts: Lead, PCB, SWPPP, or other special requirements.
- b) Upon the County’s issuance of a Request for Quote, Contractor shall provide a written, itemized Quote for the task(s), work, and/or services requested by Project Manager (“Quote”), within fifteen (15) working days of receipt of the request. The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Task Order. Contractor’s Quote shall address each of the items noted above in Section A(2)(a) and other items as deemed necessary for County’s consideration. Cost shall conform to the rates detailed in Exhibit “A.” Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare each of the proposals shall be considered as incidental to this Agreement and not compensable.

- c) If Contractor's Quote is acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). Contractor is authorized to begin work only upon receipt of the Approved Task Order.
- d) If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before work commences. The Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the task order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor continuing the performance of Services. In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum amount of compensation set forth in this agreement unless modified by County. Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.
- e) Contractor must take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work and renting equipment. Costs for any Subcontractors shall be paid to Contractor at the same rate as Contractor. All subcontractor costs shall be included in the Contractor's invoicing with Subcontractor itemized costs.
- f) This Agreement does not provide Contractor with a guarantee that County will accept Contractor's Quotes and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any construction project. County's issuance of a Request for Quote is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quotes as needed.

### **3) Pay of Prevailing Wages and Bond Requirements**

- a) Individual Task Orders which exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and issue it to the Contractor prior to the preparation of the Task Order.
- b) Contract Performance and Payment and Performance Bonds: When an individual Task Order is awarded in excess of the state prevailing wage threshold, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the individual Task Order. A sample Payment Bond and Performance Bond are attached as Exhibit "C":
  - i) A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent of the price specified in the individual Task Order; and
  - ii) A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the individual Task Order. The bond shall be in an amount equal to 100 percent of the price specified in the individual Task Order.

**SECTION B. TERM:** The term of this Agreement shall commence February 2, 2022, and shall continue through February 1, 2029, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

1. **Amount of Compensation.**
2. County shall pay compensation for performance of the Services in accordance with the Rate Schedule set out in Exhibit "A." Compensation for all Agreements (AGR22-18a, AGR22-18b, AGR22-18c, AGR22-18d, and AGR22-18e) and Task Orders under this Agreement, shall not exceed a combined total of FOUR MILLION DOLLARS (\$4,000,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT").
3. Materials shall be paid at invoice cost from the Contractor. Specialty rental equipment (excluding small tools) shall be paid at rental cost from the Contractor with applicable proposed hourly rates for administrative/invoice processing costs, in accordance with the Rate Schedule set out in Exhibit "A."
4. There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
5. Individual task orders that exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) shall also require County Council approval.
6. **Maximum Compensation.** Compensation for all Agreements AGR22-18a, AGR22-18b, AGR22-18c, AGR22-18d, and AGR22-18e, and Task Orders under this Agreement, shall not exceed a combined total of FOUR MILLION DOLLARS (\$4,000,000.00), excluding NMGRT.
7. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, including 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. When applicable, itemized invoices shall be paid in conformance to legal requirements for Public Works projects exceeding the prevailing wage threshold. Invoices shall itemize all materials and supplies (excluding PPE and other items typically supplied by the Contractor), rental equipment charges and other applicable charges, plus Labor Charges in accordance with Exhibit "A", when requested by the Project Manager.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any

agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

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

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; 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.

**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, only to the extent that the liability, damages, claims, demands, action, losses or costs are caused by, or arise out of Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

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

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

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

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

**SECTION R. TERMINATION:**

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

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

County:

Project Manager, Public Works  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 160  
Los Alamos, New Mexico 87544

Contractor:

Erik Trujillo, Vice President  
GME General Building, LLC  
5935 Agua Fria Street  
Santa Fe, New Mexico 87507

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

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

**SECTION V. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

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

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

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

*Naomi D. Maestas*

**NAOMI D. MAESTAS  
COUNTY CLERK**



**INCORPORATED COUNTY OF LOS ALAMOS**

BY: *Steven Lynne*

**STEVEN LYNNE  
COUNTY MANAGER**

2/2/2022

**DATE**

**Approved as to form:**

*Kathryn S. Thwaites for*

**J. ALVIN LEAPHART  
COUNTY ATTORNEY**

**GME GENERAL BUILDING, LLC, A NEW MEXICO  
LIMITED LIABILITY CORPORATION**

BY: *[Signature]*

**ERIK TRUJILLO  
VICE PRESIDENT**

2/14/2022

**DATE**

Exhibit "A"  
Compensation Rate Schedule  
AGR22-18c

**Materials Costs & Specialty Equipment Rental:**

Materials shall be paid at invoice cost from the vendor/supplier with applicable hourly rates for administrative/invoice processing costs as identified below. Specialty rental equipment (excluding small tools) to be paid at Contractor's rental cost with applicable hourly rates for administrative/invoice processing costs as identified below.

<b>Administrative/Invoice Fee Hourly Rates</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
Material Administrative Processing Cost - Hourly	\$145.00	\$146.45	\$147.91	\$149.39	\$150.89	\$152.40	\$153.92
Subcontractor Administration Processing Cost - Hourly	\$145.00	\$146.45	\$147.91	\$149.39	\$150.89	\$152.40	\$153.92

	<b>Hourly Wage Rate</b>						
<b>Labor Classification</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
<b>Supervisory Group</b>							
Project Manager	\$ 65.00	\$ 65.65	\$ 66.31	\$ 66.97	\$ 67.64	\$ 68.32	\$ 69.00
Superintendent	\$ 50.00	\$ 50.50	\$ 51.01	\$ 51.52	\$ 52.03	\$ 52.55	\$ 53.08
Foreman	\$ 25.00	\$ 25.25	\$ 25.50	\$ 25.76	\$ 26.02	\$ 26.28	\$ 26.54
<b>Laborers</b>							
Group I - Unskilled	\$ 36.96	\$ 37.33	\$ 37.70	\$ 38.08	\$ 38.46	\$ 38.85	\$ 39.23
Group II - Semi-skilled	\$ 37.56	\$ 37.94	\$ 38.31	\$ 38.70	\$ 39.09	\$ 39.48	\$ 39.87
Group III - Skilled	\$ 38.36	\$ 38.74	\$ 39.13	\$ 39.52	\$ 39.92	\$ 40.32	\$ 40.72
Group IV - Specialty	\$ 38.86	\$ 39.25	\$ 39.64	\$ 40.04	\$ 40.44	\$ 40.84	\$ 41.25
<b>Electricians-Outside Classifications</b>							
Ground man	\$ 73.58	\$ 74.32	\$ 75.06	\$ 75.81	\$ 76.57	\$ 77.33	\$ 78.11
Equipment Operator	\$ 99.90	\$100.90	\$101.91	\$102.93	\$103.96	\$105.00	\$106.05
Lineman/ Technician	\$115.24	\$116.39	\$117.56	\$118.73	\$119.92	\$121.12	\$122.33
Cable Splicer	\$122.32	\$123.54	\$124.78	\$126.03	\$127.29	\$128.56	\$129.85
<b>Electricians-Inside Classifications</b>							
Wireman/low voltage technician	\$106.78	\$107.85	\$108.93	\$110.02	\$111.12	\$112.23	\$113.35

Cable Splicer	\$114.04	\$115.18	\$116.33	\$117.50	\$118.67	\$119.86	\$121.06
<b>Power Equipment Operators*</b>							
Group I	\$ 50.26	\$ 50.76	\$ 51.27	\$ 51.78	\$ 52.30	\$ 52.82	\$ 53.35
Group II	\$ 52.12	\$ 52.64	\$ 53.07	\$ 53.70	\$ 54.24	\$ 54.78	\$ 55.33
Group III	\$ 52.32	\$ 52.84	\$ 53.37	\$ 53.91	\$ 54.44	\$ 54.99	\$ 55.54
Group IV	\$ 52.54	\$ 53.07	\$ 53.60	\$ 54.13	\$ 54.67	\$ 55.22	\$ 55.77
Group V	\$ 52.74	\$ 53.27	\$ 53.80	\$ 54.34	\$ 54.88	\$ 55.43	\$ 55.98
Group VI	\$ 53.10	\$ 53.63	\$ 54.17	\$ 54.71	\$ 55.26	\$ 55.81	\$ 56.37
Group VII	\$ 53.42	\$ 53.95	\$ 54.49	\$ 55.04	\$ 55.59	\$ 56.14	\$ 56.71
Group VIII	\$ 54.00	\$ 54.54	\$ 55.09	\$ 55.64	\$ 56.19	\$ 56.75	\$ 57.32
Group IX	\$ 69.00	\$ 69.69	\$ 70.39	\$ 71.09	\$ 71.80	\$ 72.52	\$ 73.24
Group X	\$ 75.50	\$ 76.26	\$ 77.02	\$ 77.79	\$ 78.57	\$ 79.35	\$ 80.14
<b>Truck Drivers</b>							
Group I-IX	\$ 48.64	\$ 49.13	\$ 49.62	\$ 50.11	\$ 50.61	\$ 51.12	\$ 51.63
<b>Miscellaneous</b>							
Bricklayer/Block layer/Stonemason	\$ 66.54	\$ 67.21	\$ 67.88	\$ 68.56	\$ 69.24	\$ 69.93	\$ 70.63
Carpenter/Lather	\$ 81.98	\$ 82.80	\$ 83.63	\$ 84.46	\$ 85.31	\$ 86.16	\$ 87.02
Cement Mason	\$ 48.46	\$ 48.94	\$ 49.43	\$ 49.93	\$ 50.43	\$ 50.93	\$ 51.44
Ironworker	\$ 85.50	\$ 86.36	\$ 87.22	\$ 88.09	\$ 88.97	\$ 89.86	\$ 90.76
Painter- Commercial	\$ 47.76	\$ 48.24	\$ 48.72	\$ 49.21	\$ 49.70	\$ 50.20	\$ 50.70
Plumber/Pipefitter	\$ 84.76	\$ 85.61	\$ 86.46	\$ 87.33	\$ 88.20	\$ 89.08	\$ 89.97

\*As defined in Title 11, Labor and Workers Compensation, Chapter 1 Labor General Provisions, Part 2 Public Works Minimum Wage Act Policy Manual, New Mexico Administrative Code (NMAC)

### Other Costs and Charges.

Rate for Mobilization as a one-time mobilization charge shall be utilized **per Task Order** for the range of Task Order amounts below (shall apply to any job site location in Los Alamos County):

Task Orders Amount (less GRT)	Mobilization Charge
Less than \$25,000	10% of Task Order Value
\$25,000 to \$50,000	10% of Task Order Value
>\$50,000 to \$75,000	10% of Task Order Value
>\$75,000 to \$100,000	10% of Task Order Value

>\$100,000 to \$150,000	10% of Task Order Value
>\$150,000 to \$200,000	10% of Task Order Value
>\$200,000 to \$250,000	10% of Task Order Value
>\$250,000 to \$300,000	10% of Task Order Value
>\$300,000 to \$350,000	10% of Task Order Value
>\$350,000 to \$400,000	10% of Task Order Value
>\$400,000 to \$450,000	10% of Task Order Value
>\$450,000 to \$500,000	10% of Task Order Value
>\$500,000 and beyond	10% of Task Order Value

**Subcontractors:**

Shall be paid at the subcontractor's cost to Contractor based upon an itemized quote for labor, material, and equipment costs with applicable hourly rates for administrative processing costs as identified herein.

**Exhibit "B"**  
**AGR22-18c**  
**SAMPLE TASK ORDER**

**Los Alamos County**  
2022 On-Call Contractors

Task Order Form AGR22 xxxx-yyyy  
AGR DATE December 2022

---

**AGR20-xxxx TASK ORDER #1 CONTRACTOR – New Construction Job"**

**DATE PREPARED:**

**CHARGE:**

**CONTRACT MANAGER:** Wayne Kohlrust, 505-663-1873, All changes in scope, budget or schedule (extensions) need to be approved in advance in writing by Wayne Kohlrust.

**COUNTY REQUESTOR/CONTACT:** Wayne Kohlrust, 505-663-1873.

**ATTACHMENTS:**

1. Proposal from CONTRACTOR. Dated MM DD, YY, in the amount of \$\_\_\_ plus NMGRT.

**COMMENCE WORK DATE:** Upon issuance of Purchase Order

**REQUESTED DELIVERY DATE:** As soon as it can be scheduled; end of September or early October

**SCOPE OF WORK REQUESTED:**

1. Complete the Task

**DELIVERABLE:**

1. Completion of work.

**ESTIMATED COST:**

1. Cost \$\_\_\_ plus NMGRT.

**ESTIMATED VALUE OF ALL TASK ORDERS TO DATE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses): \$100,000**

**CURRENT CONTRACT VALUE (not including Reimbursable Expenses or GRT): \$4,000,000**

**Estimated Balance Incl This Task Order: \$3,900,000**

**SIGNATURE PAGE**

**Original Task Order**

Wayne Kohlrust	Date	GC Project Manager	Date
Contract/Project Manager		Contractor Name	

Eric Martinez	Date
County Engineer	

Juan Rael	Date
Public Works Director (if over \$3,000)	

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

Task Order Revision (as applicable)

Wayne Kohlrust	Date
Contract/Project Manager	

GC Project Manager	Date
Contractor Name	

Eric Martinez	Date
County Engineer	

Juan Rael	Date
Public Works Director (if over \$3,000)	

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

Exhibit "C"  
AGR22-18c  
Administrative Forms  
**Performance Bond**



LOS ALAMOS

**Bond No.** \_\_\_\_\_

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

THE CONDITIONS OF THIS BOND are such that, whereas, Contractor has been awarded and has agreed to enter into a certain Contract with the Incorporated County of Los Alamos, to which this Performance Bond shall be attached and incorporated therein, for performance of Work or services on Project specifically described in the Contract document for:

Incorporated County of Los Alamos  
Agreement No. – AGR22-18c  
GME General Building, Inc. On-Call Facilities Construction

and if Contractor shall perform and complete all of the undertakings, covenants, terms, and obligations of said Contract during the original term thereof, and any extensions which may be granted by County with or without notice to the Surety, and if Contract shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay County all outlay and expenses which County may incur in making good any default, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**Performance Bond Continued**

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six (6) months following the expiration of said express guarantees, if any.

The Surety acknowledges that said Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Right of action with respect to any express guarantees, if any, in said Contract shall accrue following completion and formal acceptance of the work under said contract.

The right to sue on this bond accrues only to the contracting agency and the parties to whom New Mexico Statutes Annotated, 1978 Comp. 13-4-18 through 13-4-20, as amended, grant such right; and such right shall be exercised only in accordance with the provisions and limitation of said statutes.

PROVIDED, FURTHER, that Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of Contract. The Agreement, including all Exhibits and Attachments, or the work to be performed thereunder accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract.

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

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

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

**CONTRACTOR AS PRINCIPAL:**

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

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

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

ATTEST: \_\_\_\_\_

**SURETY:**

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

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

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

ATTEST: \_\_\_\_\_

## Payment (Labor and Materials) Bond



# LOS ALAMOS

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

Bond No. \_\_\_\_\_

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

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

WHEREAS, Contractor has agreed to enter into the Contract:

Incorporated County of Los Alamos  
Agreement No. – AGR22-18c  
GME General Building, Inc. On-Call Facilities Construction

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and materials and supplies be furnished under the original contract or any contract thereunder, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject, however to the following conditions:

THIS PAGE INTENTIONALLY LEFT BLANK. NO TERMS OR CONDITIONS HAVE  
BEEN OMITTED.



LOS ALAMOS

LACF2022-0032 02/10/2022 02:12 PM  
Page(s): 16 Naomi D Maestas - County Clerk  
Los Alamos County, NM TORI MONTOYA - Deputy



AGR22-18d

**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 **Pluma, LLC**, a New Mexico limited liability corporation ("Contractor"), to be effective for all purposes February 2, 2022.

**WHEREAS**, County is in need of On-Call Facilities Construction Services; and

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-18 (the "RFP") on August 29, 2021, requesting proposals for On-Call Facilities Construction Services, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated September 23, 2021 ("Contractor's Response"); and

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

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was one (1) of five (5) successful Offerors for the services listed in the RFP; and

**WHEREAS**, the County Council, as part of a multiple-source award, approved this Agreement, AGR22-18a, AGR22-18b, AGR22-18c, and AGR22-18e at a public meeting held on February 1, 2022; and

**WHEREAS**, the aggregate compensation between this Agreement and Agreements AGR22-18a, AGR22-18b, AGR22-18c, and AGR22-18e shall not exceed the sum of FOUR MILLION DOLLARS (\$4,000,000.00), excluding New Mexico gross receipts taxes ("NMGR"); and

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

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

**SECTION A. SERVICES:**

**1) General.**

- a) Contractor shall supply on-call facilities construction, installation, maintenance, and replacement work to the County on an as-needed basis (hereafter "Services") at the prices listed in Exhibit "A," attached hereto and made a part hereof for all purposes. County reserves the right, at its sole discretion, to separately quote or bid any construction project pursuant to the provisions of this Agreement. Contractor shall supply all materials,

including but not limited to, personal protective equipment ("PPE") and Occupational Safety and Health Administration ("OSHA") required equipment and supplies, construction materials, and specialty rental equipment necessary to complete the Services in accordance with the Rate Schedule (Exhibit "A").

- b) The Services shall be conducted in strict compliance with the manufacturer's requirements, industry standards, and applicable local, state and federal codes and requirements, and by workers trained and properly licensed to perform the work.
- c) Contractor shall provide for all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed and disposed of at an approved waste disposal site. Contractor shall protect staff and the public from the work.

**2) Task Orders.**

- a) County's Project Manager ("Project Manager") shall request the Services of Contractor for individual or multiple projects through a Request for Quote(s). Each Request for Quote shall identify the work and Services to be performed and a timeline for Project completion. A Request for Quote may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample task order is provided in Exhibit "B," attached hereto and made a part hereof for all purposes. Project Manager shall address the following items for each Request for Quote:
  - i) Expected Project Scope.
  - ii) Requirements for as-built drawings, submittals, etc.
  - iii) Site access and working hours.
  - iv) User impacts if any.
  - v) Phasing of the Work.
  - vi) Security requirements.
  - vii) Utility interruptions.
  - viii) Permits that may be required. Ultimate compliance with permitting requirements lies with Contractor.
  - ix) Protection of County property.
  - x) Debris and trash disposal.
  - xi) Fire alarm impacts.
  - xii) Noise and dust control.
  - xiii) Environmental Impacts: Lead, PCB, SWPPP, or other special requirements.
- b) Upon the County's issuance of a Request for Quote, Contractor shall provide a written, itemized Quote for the task(s), work, and/or services requested by Project Manager ("Quote"), within fifteen (15) working days of receipt of the request. The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Task Order. Contractor's Quote shall address each of the items noted above in Section A(2)(a) and other items as deemed necessary for County's consideration. Cost shall conform to the rates detailed in Exhibit "A." Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare each of the proposals shall be considered as incidental to this Agreement and not compensable.

- c) If Contractor's Quote is acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). Contractor is authorized to begin work only upon receipt of the Approved Task Order.
- d) If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before work commences. The Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the task order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor continuing the performance of Services. In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum amount of compensation set forth in this agreement unless modified by County. Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.
- e) Contractor must take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work and renting equipment. Costs for any Subcontractors shall be paid to Contractor at the same rate as Contractor. All subcontractor costs shall be included in the Contractor's invoicing with Subcontractor itemized costs.
- f) This Agreement does not provide Contractor with a guarantee that County will accept Contractor's Quotes and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any construction project. County's issuance of a Request for Quote is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quotes as needed.

### **3) Pay of Prevailing Wages and Bond Requirements**

- a) Individual Task Orders which exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and issue it to the Contractor prior to the preparation of the Task Order.
- b) Contract Performance and Payment and Performance Bonds: When an individual Task Order is awarded in excess of the state prevailing wage threshold, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the individual Task Order. A sample Payment Bond and Performance Bond are attached as Exhibit "C":
  - i) A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent of the price specified in the individual Task Order; and
  - ii) A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the individual Task Order. The bond shall be in an amount equal to 100 percent of the price specified in the individual Task Order.

**SECTION B. TERM:** The term of this Agreement shall commence February 2, 2022, and shall continue through February 1, 2029, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

1. **Amount of Compensation.**
2. County shall pay compensation for performance of the Services in accordance with the Rate Schedule set out in Exhibit "A." Compensation for all Agreements (AGR22-18a, AGR22-18b, AGR22-18c, AGR22-18d, and AGR22-18e) and Task Orders under this Agreement, shall not exceed a combined total of FOUR MILLION DOLLARS (\$4,000,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT").
3. Materials shall be paid at invoice cost from the Contractor. Specialty rental equipment (excluding small tools) shall be paid at rental cost from the Contractor with applicable proposed hourly rates for administrative/invoice processing costs, in accordance with the Rate Schedule set out in Exhibit "A."
4. There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
5. Individual task orders that exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) shall also require County Council approval.
6. **Maximum Compensation.** Compensation for all Agreements AGR22-18a, AGR22-18b, AGR22-18c, AGR22-18d, and AGR22-18e, and Task Orders under this Agreement, shall not exceed a combined total of FOUR MILLION DOLLARS (\$4,000,000.00), excluding NMGRT.
7. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, including 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. When applicable, itemized invoices shall be paid in conformance to legal requirements for Public Works projects exceeding the prevailing wage threshold. Invoices shall itemize all materials and supplies (excluding PPE and other items typically supplied by the Contractor), rental equipment charges and other applicable changers, plus Labor Charges in accordance with Exhibit "A", when requested by the Project Manager.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any

agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

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

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; 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.

**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, only to the extent that the liability, damages, claims, demands, action, losses or costs are caused by, or arise out of Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

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

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

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

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

**SECTION R. TERMINATION:**

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

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

County:  
Project Manager, Public Works  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 160  
Los Alamos, New Mexico 87544

Contractor:  
Kodi McCarthy, Executive  
Administrator  
Pluma, LLC  
6301 4th Street N.W  
Albuquerque, New Mexico 87107

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

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

**SECTION V. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

*Naomi D. Maestas*

\_\_\_\_\_  
NAOMI D. MAESTAS  
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

BY: *Steven Lynne* 2/2/2022  
\_\_\_\_\_  
STEVEN LYNNE DATE  
COUNTY MANAGER

Approved as to form:

*Kathryn S. Thwaites for*

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

PLUMA, LLC, A NEW MEXICO LIMITED LIABILITY CORPORATION

BY: *Christopher Pacheco* 2/10/2022  
\_\_\_\_\_  
CHRISTOFER PACHECO DATE  
MANAGING MEMBER

Exhibit "A"  
 Compensation Rate Schedule  
 AGR22-18d

**Materials Costs & Specialty Equipment Rental:**

Materials shall be paid at invoice cost from the vendor/supplier with applicable hourly rates for administrative/invoice processing costs as identified below. Specialty rental equipment (excluding small tools) to be paid at Contractor's rental cost with applicable hourly rates for administrative/invoice processing costs as identified below.

<b>Administrative/Invoice Fee Hourly Rates</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
Material Administrative Processing Cost - Hourly	\$ 42.60	\$ 43.88	\$ 45.19	\$ 46.55	\$ 47.95	\$ 49.39	\$ 50.87
Subcontractor Administration Processing Cost - Hourly	\$ 42.60	\$ 43.88	\$ 45.19	\$ 46.55	\$ 47.95	\$ 49.39	\$ 50.87
<b>Hourly Wage Rate</b>							
<b>Labor Classification</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
<b>Supervisory Group</b>							
Project Manager	\$ 75.60	\$ 77.87	\$ 80.20	\$ 82.61	\$ 85.09	\$ 87.64	\$ 90.27
Superintendent	\$ 70.60	\$ 72.72	\$ 74.90	\$ 77.15	\$ 79.46	\$ 81.84	\$ 84.30
Foreman	\$ 65.60	\$ 67.57	\$ 69.60	\$ 71.68	\$ 73.83	\$ 76.05	\$ 78.33
<b>Laborers</b>							
Group I - Unskilled	\$ 46.30	\$ 47.69	\$ 49.12	\$ 50.60	\$ 52.11	\$ 53.68	\$ 55.29
Group II - Semi-skilled	\$ 47.25	\$ 48.67	\$ 50.13	\$ 51.63	\$ 53.18	\$ 54.78	\$ 56.42
Group III - Skilled	\$ 48.20	\$ 49.65	\$ 51.14	\$ 52.67	\$ 54.25	\$ 55.88	\$ 57.65
Group IV - Specialty	\$ 52.48	\$ 54.05	\$ 55.67	\$ 57.34	\$ 59.06	\$ 60.84	\$ 62.66
<b>Electricians-Outside Classifications</b>							
Ground man	\$ 71.04	\$ 73.17	\$ 75.37	\$ 77.63	\$ 79.96	\$ 82.36	\$ 84.83
Equipment Operator	\$ 96.05	\$ 98.93	\$ 101.89	\$ 104.95	\$ 108.10	\$ 111.34	\$ 114.68
Lineman/ Technician	\$ 110.62	\$ 113.94	\$ 117.35	\$ 120.88	\$ 124.50	\$ 128.24	\$ 132.08
Cable Splicer	\$ 120.33	\$ 123.94	\$ 127.65	\$ 131.48	\$ 135.43	\$ 139.49	\$ 143.68
<b>Electricians-Inside Classifications</b>							

Wireman/low voltage technician	\$ 97.70	\$100.63	\$ 103.65	\$106.76	\$109.96	\$113.26	\$116.66
Cable Splicer	\$104.41	\$107.54	\$ 110.76	\$114.09	\$117.51	\$121.03	\$124.67
<b>Power Equipment Operators*</b>							
Group I	\$ 54.76	\$ 56.40	\$ 58.09	\$ 59.84	\$ 61.63	\$ 63.38	\$ 65.38
Group II	\$ 58.86	\$ 60.63	\$ 62.45	\$ 64.32	\$ 66.25	\$ 68.24	\$ 70.28
Group III	\$ 59.74	\$ 61.53	\$ 63.37	\$ 65.28	\$ 67.23	\$ 69.25	\$ 71.33
Group IV	\$ 60.57	\$ 62.39	\$ 64.26	\$ 66.19	\$ 68.17	\$ 70.22	\$ 72.33
Group V	\$ 60.93	\$ 62.76	\$ 64.64	\$ 66.58	\$ 68.58	\$ 70.64	\$ 72.76
Group VI	\$ 61.33	\$ 63.17	\$ 65.07	\$ 67.02	\$ 69.03	\$ 71.10	\$ 73.23
Group VII	\$ 61.54	\$ 63.39	\$ 65.29	\$ 67.25	\$ 69.26	\$ 71.34	\$ 73.48
Group VIII	\$ 67.32	\$ 69.34	\$ 71.42	\$ 73.56	\$ 75.77	\$ 78.04	\$ 80.38
Group IX	\$ 71.86	\$ 74.01	\$ 76.23	\$ 78.52	\$ 80.88	\$ 83.30	\$ 85.80
Group X	\$ 78.32	\$ 80.67	\$ 83.09	\$ 85.58	\$ 88.15	\$ 90.79	\$ 93.52
<b>Truck Drivers</b>							
Group I-IX	\$ 51.15	\$ 52.68	\$ 54.26	\$ 55.89	\$ 57.57	\$ 59.29	\$ 61.07
<b>Miscellaneous</b>							
Bricklayer/Block layer/Stonemason	\$ 64.35	\$ 66.28	\$ 68.27	\$ 70.32	\$ 72.43	\$ 74.60	\$ 76.84
Carpenter/Lather	\$ 78.07	\$ 80.41	\$ 82.83	\$ 85.31	\$ 87.87	\$ 90.51	\$ 93.22
Cement Mason	\$ 60.80	\$ 62.62	\$ 64.50	\$ 66.44	\$ 68.43	\$ 70.48	\$ 72.60
Ironworker	\$ 82.37	\$ 84.84	\$ 87.38	\$ 90.00	\$ 92.70	\$ 95.48	\$ 98.35
Painter- Commercial	\$ 46.51	\$ 47.91	\$ 49.34	\$ 50.82	\$ 52.35	\$ 53.92	\$ 55.54
Plumber/Pipefitter	\$ 81.66	\$ 84.11	\$ 86.64	\$ 89.23	\$ 91.91	\$ 94.67	\$ 97.51

\*As defined in Title 11, Labor and Workers Compensation, Chapter 1 Labor General Provisions, Part 2 Public Works Minimum Wage Act Policy Manual, New Mexico Administrative Code (NMAC)

**Other Costs and Charges.**

Rate for Mobilization as a one-time mobilization charge shall be utilized **per Task Order** for the range of Task Order amounts below (shall apply to any job site location in Los Alamos County):

Task Orders Amount (less GRT)	Mobilization Charge
Less than \$25,000	20% of Task Order Value
\$25,000 to \$50,000	20% of Task Order Value

>\$50,000 to \$75,000	20% of Task Order Value
>\$75,000 to \$100,000	20% of Task Order Value
>\$100,000 to \$150,000	20% of Task Order Value
>\$150,000 to \$200,000	20% of Task Order Value
>\$200,000 to \$250,000	20% of Task Order Value
>\$250,000 to \$300,000	20% of Task Order Value
>\$300,000 to \$350,000	17% of Task Order Value
>\$350,000 to \$400,000	17% of Task Order Value
>\$400,000 to \$450,000	17% of Task Order Value
>\$450,000 to \$500,000	17% of Task Order Value
>\$500,000 and beyond	15% of Task Order Value

**Subcontractors:**

Shall be paid at the subcontractor's cost to Contractor based upon an itemized quote for labor, material, and equipment costs with applicable hourly rates for administrative processing costs as identified herein.

**Exhibit "B"**  
**AGR22-18d**  
**SAMPLE TASK ORDER**

**Los Alamos County** Task Order Form AGR22 xxxx-yyyy  
2022 On-Call Contractors AGR DATE December 2022

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**AGR20-xxxx TASK ORDER #1 CONTRACTOR – New Construction Job"**

**DATE PREPARED:**

**CHARGE:**

**CONTRACT MANAGER:** Wayne Kohlrust, 505-663-1873, All changes in scope, budget or schedule (extensions) need to be approved in advance in writing by Wayne Kohlrust.

**COUNTY REQUESTOR/CONTACT:** Wayne Kohlrust, 505-663-1873.

**ATTACHMENTS:**

1. Proposal from CONTRACTOR. Dated MM DD, YY, in the amount of \$\_\_\_ plus NMGRT.

**COMMENCE WORK DATE:** Upon issuance of Purchase Order

**REQUESTED DELIVERY DATE:** As soon as it can be scheduled; end of September or early October

**SCOPE OF WORK REQUESTED:**

1. Complete the Task

**DELIVERABLE:**

1. Completion of work.

**ESTIMATED COST:**

1. Cost \$\_\_\_ plus NMGRT.

**ESTIMATED VALUE OF ALL TASK ORDERS TO DATE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses): \$100,000**

**CURRENT CONTRACT VALUE (not including Reimbursable Expenses or GRT): \$4,000,000**

**Estimated Balance Incl This Task Order: \$3,900,000**

**SIGNATURE PAGE**

**Original Task Order**

\_\_\_\_\_  
**Wayne Kohlrust** Date  
Contract/Project Manager

\_\_\_\_\_  
**GC Project Manager** Date  
Contractor Name

\_\_\_\_\_  
**Eric Martinez** Date  
County Engineer

\_\_\_\_\_  
**Juan Rael** Date  
Public Works Director (if over \$3,000)

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

Exhibit "C"  
AGR22-18d  
Administrative Forms  
Performance Bond



LOS ALAMOS

Bond No. \_\_\_\_\_

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

THE CONDITIONS OF THIS BOND are such that, whereas, Contractor has been awarded and has agreed to enter into a certain Contract with the Incorporated County of Los Alamos, to which this Performance Bond shall be attached and incorporated therein, for performance of Work or services on Project specifically described in the Contract document for:

Incorporated County of Los Alamos  
Agreement No. – AGR22-18d  
Pluma, LLC On-Call Facilities Construction

and if Contractor shall perform and complete all of the undertakings, covenants, terms, and obligations of said Contract during the original term thereof, and any extensions which may be granted by County with or without notice to the Surety, and if Contract shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay County all outlay and expenses which County may incur in making good any default, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**Performance Bond Continued**

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six (6) months following the expiration of said express guarantees, if any.

The Surety acknowledges that said Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Right of action with respect to any express guarantees, if any, in said Contract shall accrue following completion and formal acceptance of the work under said contract.

The right to sue on this bond accrues only to the contracting agency and the parties to whom New Mexico Statutes Annotated, 1978 Comp. 13-4-18 through 13-4-20, as amended, grant such right; and such right shall be exercised only in accordance with the provisions and limitation of said statutes.

PROVIDED, FURTHER, that Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of Contract. The Agreement, including all Exhibits and Attachments, or the work to be performed thereunder accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract.

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

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

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

**CONTRACTOR AS PRINCIPAL:**

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

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

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

ATTEST: \_\_\_\_\_

**SURETY:**

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

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

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

ATTEST: \_\_\_\_\_

### Payment (Labor and Materials) Bond



## LOS ALAMOS

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

Bond No. \_\_\_\_\_

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

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

WHEREAS, Contractor has agreed to enter into the Contract:

Incorporated County of Los Alamos  
Agreement No. – AGR22-18d  
Pluma, LLC On-Call Facilities Construction

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and materials and supplies be furnished under the original contract or any contract thereunder, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject, however to the following conditions:

THIS PAGE INTENTIONALLY LEFT BLANK. NO TERMS OR CONDITIONS HAVE  
BEEN OMITTED.



**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 **R and M Construction, LLC**, a New Mexico limited liability corporation ("Contractor"), to be effective for all purposes February 2, 2022.

**WHEREAS**, County is in need of On-Call Facilities Construction Services; and

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-18 (the "RFP") on August 29, 2021, requesting proposals for On-Call Facilities Construction Services, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated September 23, 2021 ("Contractor's Response"); and

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

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was one (1) of five (5) successful Offerors for the services listed in the RFP; and

**WHEREAS**, the County Council, as part of a multiple-source award, approved this Agreement, AGR22-18a, AGR22-18b, AGR22-18c, and AGR22-18d at a public meeting held on February 1, 2022; and

**WHEREAS**, the aggregate compensation between this Agreement and Agreements AGR22-18a, AGR22-18b, AGR22-18c, and AGR22-18d shall not exceed the sum of FOUR MILLION DOLLARS (\$4,000,000.00), excluding New Mexico gross receipts taxes ("NMGRT"); and

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

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

**SECTION A. SERVICES:**

**1) General.**

- a) Contractor shall supply on-call facilities construction, installation, maintenance, and replacement work to the County on an as-needed basis (hereafter "Services") at the prices listed in Exhibit "A," attached hereto and made a part hereof for all purposes. County reserves the right, at its sole discretion, to separately quote or bid any construction project pursuant to the provisions of this Agreement. Contractor shall supply all materials,

including but not limited to, personal protective equipment (“PPE”) and Occupational Safety and Health Administration (“OSHA”) required equipment and supplies, construction materials, and specialty rental equipment necessary to complete the Services in accordance with the Rate Schedule (Exhibit “A”).

- b) The Services shall be conducted in strict compliance with the manufacturer’s requirements, industry standards, and applicable local, state and federal codes and requirements, and by workers trained and properly licensed to perform the work.
- c) Contractor shall provide for all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed and disposed of at an approved waste disposal site. Contractor shall protect staff and the public from the work.

## 2) Task Orders.

- a) County’s Project Manager (“Project Manager”) shall request the Services of Contractor for individual or multiple projects through a Request for Quote(s). Each Request for Quote shall identify the work and Services to be performed and a timeline for Project completion. A Request for Quote may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample task order is provided in Exhibit “B,” attached hereto and made a part hereof for all purposes. Project Manager shall address the following items for each Request for Quote:
  - i) Expected Project Scope.
  - ii) Requirements for as-built drawings, submittals, etc.
  - iii) Site access and working hours.
  - iv) User impacts if any.
  - v) Phasing of the Work.
  - vi) Security requirements.
  - vii) Utility interruptions.
  - viii) Permits that may be required. Ultimate compliance with permitting requirements lies with Contractor.
  - ix) Protection of County property.
  - x) Debris and trash disposal.
  - xi) Fire alarm impacts.
  - xii) Noise and dust control.
  - xiii) Environmental Impacts: Lead, PCB, SWPPP, or other special requirements.
- b) Upon the County’s issuance of a Request for Quote, Contractor shall provide a written, itemized Quote for the task(s), work, and/or services requested by Project Manager (“Quote”), within fifteen (15) working days of receipt of the request. The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Task Order. Contractor’s Quote shall address each of the items noted above in Section A(2)(a) and other items as deemed necessary for County’s consideration. Cost shall conform to the rates detailed in Exhibit “A.” Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare each of the proposals shall be considered as incidental to this Agreement and not compensable.

- c) If Contractor's Quote is acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). Contractor is authorized to begin work only upon receipt of the Approved Task Order.
- d) If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before work commences. The Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the task order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor continuing the performance of Services. In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum amount of compensation set forth in this agreement unless modified by County. Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.
- e) Contractor must take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work and renting equipment. Costs for any Subcontractors shall be paid to Contractor at the same rate as Contractor. All subcontractor costs shall be included in the Contractor's invoicing with Subcontractor itemized costs.
- f) This Agreement does not provide Contractor with a guarantee that County will accept Contractor's Quotes and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any construction project. County's issuance of a Request for Quote is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quotes as needed.

### **3) Pay of Prevailing Wages and Bond Requirements**

- a) Individual Task Orders which exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and issue it to the Contractor prior to the preparation of the Task Order.
- b) Contract Performance and Payment and Performance Bonds: When an individual Task Order is awarded in excess of the state prevailing wage threshold, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the individual Task Order. A sample Payment Bond and Performance Bond are attached as Exhibit "C":
  - i) A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent of the price specified in the individual Task Order; and
  - ii) A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the individual Task Order. The bond shall be in an amount equal to 100 percent of the price specified in the individual Task Order.

**SECTION B. TERM:** The term of this Agreement shall commence February 2, 2022, and shall continue through February 1, 2029, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

1. **Amount of Compensation.**
2. County shall pay compensation for performance of the Services in accordance with the Rate Schedule set out in Exhibit "A." Compensation for all Agreements (AGR22-18a, AGR22-18b, AGR22-18c, AGR22-18d, and AGR22-18e) and Task Orders under this Agreement, shall not exceed a combined total of FOUR MILLION DOLLARS (\$4,000,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT").
3. Materials shall be paid at invoice cost from the Contractor. Specialty rental equipment (excluding small tools) shall be paid at rental cost from the Contractor with applicable proposed hourly rates for administrative/invoice processing costs, in accordance with the Rate Schedule set out in Exhibit "A."
4. There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
5. Individual task orders that exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) shall also require County Council approval.
6. **Maximum Compensation.** Compensation for all Agreements AGR22-18a, AGR22-18b, AGR22-18c, AGR22-18d, and AGR22-18e, and Task Orders under this Agreement, shall not exceed a combined total of FOUR MILLION DOLLARS (\$4,000,000.00), excluding NMGRT.
7. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, including 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. When applicable, itemized invoices shall be paid in conformance to legal requirements for Public Works projects exceeding the prevailing wage threshold. Invoices shall itemize all materials and supplies (excluding PPE and other items typically supplied by the Contractor), rental equipment charges and other applicable charges, plus Labor Charges in accordance with Exhibit "A", when requested by the Project Manager.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any

agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

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

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; 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.

**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, only to the extent that the liability, damages, claims, demands, action, losses or costs are caused by, or arise out of Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

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

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

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

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

**SECTION R. TERMINATION:**

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

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

County:

Project Manager, Public Works  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 160  
Los Alamos, New Mexico 87544

Contractor:

Robert Sanchez, Vice President  
R and M Construction, LLC  
PO Box 1026  
Alcalde, New Mexico 87511

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

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

**SECTION V. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

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

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

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

*Naomi D. Maestas*

**NAOMI D. MAESTAS  
COUNTY CLERK**



**INCORPORATED COUNTY OF LOS ALAMOS**

BY: *Steven Lynne*

2/2/2022

**STEVEN LYNNE  
COUNTY MANAGER**

**DATE**

**Approved as to form:**

*Kathryn S. Thwaites for*

**J. ALVIN LEAPHART  
COUNTY ATTORNEY**

**R AND M CONSTRUCTION, LLC, A NEW MEXICO  
LIMITED LIABILITY CORPORATION**

BY: *Robert Sanchez*

2/2/2022

**ROBERT SANCHEZ  
VICE PRESIDENT**

**DATE**

Exhibit "A"  
Compensation Rate Schedule  
AGR22-18e

**Materials Costs & Specialty Equipment Rental:**

Materials shall be paid at invoice cost from the vendor/supplier with applicable hourly rates for administrative/invoice processing costs as identified below. Specialty rental equipment (excluding small tools) to be paid at Contractor's rental cost with applicable hourly rates for administrative/invoice processing costs as identified below.

<b>Administrative/Invoice Fee Hourly Rates</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
Material Administrative Processing Cost - Hourly	\$ 65.00	\$ 66.00	\$ 67.00	\$ 68.00	\$ 69.00	\$ 70.00	\$ 71.00
Subcontractor Administration Processing Cost - Hourly	\$ 65.00	\$ 66.00	\$ 67.00	\$ 68.00	\$ 69.00	\$ 70.00	\$ 71.00

	<b>Hourly Wage Rate</b>						
<b>Labor Classification</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
<b>Supervisory Group</b>							
Project Manager	\$ 85.00	\$ 87.00	\$ 89.00	\$ 91.00	\$ 93.00	\$ 95.00	\$ 97.00
Superintendent	\$ 85.00	\$ 87.00	\$ 89.00	\$ 91.00	\$ 93.00	\$ 95.00	\$ 97.00
Foreman	\$ 75.00	\$ 77.00	\$ 79.00	\$ 81.00	\$ 85.00	\$ 85.00	\$ 87.00
<b>Laborers</b>							
Group I - Unskilled	\$ 60.00	\$ 62.00	\$ 64.00	\$ 66.00	\$ 68.00	\$ 70.00	\$ 72.00
Group II - Semi-skilled	\$ 62.00	\$ 64.00	\$ 66.00	\$ 68.00	\$ 70.00	\$ 72.00	\$ 74.00
Group III - Skilled	\$ 64.00	\$ 66.00	\$ 68.00	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00
Group IV - Specialty	\$ 66.00	\$ 68.00	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00
<b>Electricians-Outside Classifications</b>							
Ground man	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ 80.00	\$ 82.00
Equipment Operator	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ 80.00	\$ 82.00
Lineman/ Technician	\$ 80.00	\$ 82.00	\$ 84.00	\$ 86.00	\$ 88.00	\$ 90.00	\$ 92.00
Cable Splicer	\$ 80.00	\$ 82.00	\$ 84.00	\$ 86.00	\$ 88.00	\$ 90.00	\$ 92.00
<b>Electricians-Inside Classifications</b>							

Wireman/low voltage technician	\$ 85.00	\$ 87.00	\$ 89.00	\$ 91.00	\$ 93.00	\$ 95.00	\$ 97.00
Cable Splicer	\$ 85.00	\$ 87.00	\$ 89.00	\$ 91.00	\$ 93.00	\$ 95.00	\$ 97.00
<b>Power Equipment Operators*</b>							
Group I	\$ 62.00	\$ 64.00	\$ 66.00	\$ 68.00	\$ 70.00	\$ 72.00	\$ 74.00
Group II	\$ 64.00	\$ 66.00	\$ 68.00	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00
Group III	\$ 66.00	\$ 68.00	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00
Group IV	\$ 68.00	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ 80.00
Group V	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ 80.00	\$ 82.00
Group VI	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ 80.00	\$ 82.00	\$ 84.00
Group VII	\$ 74.00	\$ 76.00	\$ 78.00	\$ 80.00	\$ 82.00	\$ 84.00	\$ 86.00
Group VIII	\$ 76.00	\$ 78.00	\$ 80.00	\$ 82.00	\$ 84.00	\$ 86.00	\$ 88.00
Group IX	\$ 78.00	\$ 80.00	\$ 82.00	\$ 84.00	\$ 86.00	\$ 88.00	\$ 90.00
Group X	\$ 80.00	\$ 82.00	\$ 84.00	\$ 86.00	\$ 88.00	\$ 90.00	\$ 92.00
<b>Truck Drivers</b>							
Group I-IX	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ 80.00	\$ 82.00
<b>Miscellaneous</b>							
Bricklayer/Block layer/Stonemason	\$ 80.00	\$ 82.00	\$ 84.00	\$ 86.00	\$ 88.00	\$ 90.00	\$ 92.00
Carpenter/Lather	\$ 80.00	\$ 82.00	\$ 84.00	\$ 86.00	\$ 88.00	\$ 90.00	\$ 92.00
Cement Mason	\$ 80.00	\$ 82.00	\$ 84.00	\$ 86.00	\$ 88.00	\$ 90.00	\$ 92.00
Ironworker	\$ 80.00	\$ 82.00	\$ 84.00	\$ 86.00	\$ 88.00	\$ 90.00	\$ 92.00
Painter- Commercial	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ 80.00	\$ 82.00
Plumber/Pipefitter	\$ 85.00	\$ 87.00	\$ 89.00	\$ 91.00	\$ 93.00	\$ 95.00	\$ 97.00

\*As defined in Title 11, Labor and Workers Compensation, Chapter 1 Labor General Provisions, Part 2 Public Works Minimum Wage Act Policy Manual, New Mexico Administrative Code (NMAC)

### Other Costs and Charges.

Rate for Mobilization as a one-time mobilization charge shall be utilized **per Task Order** for the range of Task Order amounts below (shall apply to any job site location in Los Alamos County):

Task Orders Amount (less GRT)	Mobilization Charge
Less than \$25,000	10% of Task Order Value
\$25,000 to \$50,000	9% of Task Order Value
>\$50,000 to \$75,000	8% of Task Order Value
>\$75,000 to \$100,000	7% of Task Order Value

>\$100,000 to \$150,000	6% of Task Order Value
>\$150,000 to \$200,000	5% of Task Order Value
>\$200,000 to \$250,000	4% of Task Order Value
>\$250,000 to \$300,000	4% of Task Order Value
>\$300,000 to \$350,000	4% of Task Order Value
>\$350,000 to \$400,000	4% of Task Order Value
>\$400,000 to \$450,000	4% of Task Order Value
>\$450,000 to \$500,000	4% of Task Order Value
>\$500,000 and beyond	3% of Task Order Value

**Subcontractors:**

Shall be paid at the subcontractor's cost to Contractor based upon an itemized quote for labor, material, and equipment costs with applicable hourly rates for administrative processing costs as identified herein.

**Exhibit "B"**  
**AGR22-18e**  
**SAMPLE TASK ORDER**

**Los Alamos County**      Task Order Form AGR22 xxxx-yyyy  
2022 On-Call Contractors      AGR DATE December 2022

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**AGR20-xxxx TASK ORDER #1      CONTRACTOR – New Construction Job"**

**DATE PREPARED:**

**CHARGE:**

**CONTRACT MANAGER:** Wayne Kohlrust, 505-663-1873, All changes in scope, budget or schedule (extensions) need to be approved in advance in writing by Wayne Kohlrust.

**COUNTY REQUESTOR/CONTACT:** Wayne Kohlrust, 505-663-1873.

**ATTACHMENTS:**

1. Proposal from CONTRACTOR. Dated MM DD, YY, in the amount of \$\_\_\_ plus NMGRT.

**COMMENCE WORK DATE:** Upon issuance of Purchase Order

**REQUESTED DELIVERY DATE:** As soon as it can be scheduled; end of September or early October

**SCOPE OF WORK REQUESTED:**

1. Complete the Task

**DELIVERABLE:**

1. Completion of work.

**ESTIMATED COST:**

1. Cost \$\_\_\_ plus NMGRT.

**ESTIMATED VALUE OF ALL TASK ORDERS TO DATE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses): \$100,000**

**CURRENT CONTRACT VALUE (not including Reimbursable Expenses or GRT): \$4,000,000**

**Estimated Balance Incl This Task Order: \$3,900,000**



Exhibit "C"  
AGR22-18e  
Administrative Forms  
**Performance Bond**



LOS ALAMOS

**Bond No.** \_\_\_\_\_

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

THE CONDITIONS OF THIS BOND are such that, whereas, Contractor has been awarded and has agreed to enter into a certain Contract with the Incorporated County of Los Alamos, to which this Performance Bond shall be attached and incorporated therein, for performance of Work or services on Project specifically described in the Contract document for:

Incorporated County of Los Alamos  
Agreement No. – AGR22-18e  
R and M Construction, LLC On-Call Facilities Construction

and if Contractor shall perform and complete all of the undertakings, covenants, terms, and obligations of said Contract during the original term thereof, and any extensions which may be granted by County with or without notice to the Surety, and if Contract shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay County all outlay and expenses which County may incur in making good any default, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**Performance Bond Continued**

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six (6) months following the expiration of said express guarantees, if any.

The Surety acknowledges that said Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Right of action with respect to any express guarantees, if any, in said Contract shall accrue following completion and formal acceptance of the work under said contract.

The right to sue on this bond accrues only to the contracting agency and the parties to whom New Mexico Statutes Annotated, 1978 Comp. 13-4-18 through 13-4-20, as amended, grant such right; and such right shall be exercised only in accordance with the provisions and limitation of said statutes.

PROVIDED, FURTHER, that Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of Contract. The Agreement, including all Exhibits and Attachments, or the work to be performed thereunder accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract.

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

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

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

**CONTRACTOR AS PRINCIPAL:**

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

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

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

ATTEST: \_\_\_\_\_

**SURETY:**

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

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

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

ATTEST: \_\_\_\_\_

## Payment (Labor and Materials) Bond



# LOS ALAMOS

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

Bond No. \_\_\_\_\_

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

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

WHEREAS, Contractor has agreed to enter into the Contract:

Incorporated County of Los Alamos  
Agreement No. – AGR22-18e  
R and M Construction, LLC On-Call Facilities Construction

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and materials and supplies be furnished under the original contract or any contract thereunder, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject, however to the following conditions: