

AGR22-18a-A1

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 22-18a**

This **AMENDMENT NO. 1** ("Amendment") 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 May 8, 2024.

WHEREAS, County and Contractor entered into Agreement No. AGR22-18a (the "Agreement"), dated February 2, 2022, for On-Call Facilities Construction Services; and

WHEREAS, there has been an increased demand for these services; and

WHEREAS, County has presently already utilized Contractor's Services in a manner that has resulted in the need to amend the not-to-exceed compensation amount across the multi-source contract originally estimated by the County at \$4 Million, now increasing to \$10 Million; and

WHEREAS, both parties wish to amend the not-to-exceed amount to reflect the increased Services being requested by County.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

- I. Delete **SECTION C. COMPENSATION** in its entirety and replace it with the following:

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the Rate Schedule set out in Exhibit A.
2. Materials shall be paid for 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.
3. There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
4. Individual task orders that exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) shall require County Council approval.
5. **Maximum Compensation.** Compensation for all Agreements AGR22-18a, AGR22-18c, AGR22-18d, and AGR22-18e, and respective Task Orders under this Agreement, shall not exceed a combined total of TEN MILLION DOLLARS (\$10,000,000.00), over the entire Term of these Agreements, excluding New Mexico Gross Receipts Taxes (NMGRT).
6. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, including any NMGRT, and total amount payable.

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Naomi D. Maestas, County Clerk
Los Alamos County NM
marie.pruitt



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.

Except as expressly modified by this Amendment No. 1, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 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: *Anne W. Laurent*
**ANNE W. LAURENT
COUNTY MANAGER**

5/8/2024

DATE

Approved as to form:

Thomas Wyman for

**J. ALVIN LEAPHART
COUNTY ATTORNEY**

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

BY: *Meshach Alvarado*
**MESHACH ALVARADO
PRESIDENT**

5/8/2024

DATE

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BEEN OMITTED.

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Naomi D. Maestas, County Clerk
Los Alamos County NM
marie.pruitt



AGR22-18c-A1

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 22-18c**

This **AMENDMENT NO. 1** 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 corporation ("Contractor"), to be effective for all purposes May 8, 2024.

WHEREAS, County and Contractor entered into Agreement No. AGR22-18c (the "Agreement"), dated February 2, 2022, for On-Call Facilities Construction Services; and

WHEREAS, there has been an increased demand for these services; and

WHEREAS, County has presently already utilized Contractor's Services in a manner that has resulted in the need to amend the not-to-exceed compensation amount across the multi-source contract originally estimated by the County at \$4 Million, now increasing to \$10 Million; and

WHEREAS, both parties wish to amend the not-to-exceed amount to reflect the increased Services being requested by County.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

- I. Delete **SECTION C. COMPENSATION** in its entirety and replace it with the following:

SECTION C. COMPENSATION:

- 1. **Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the Rate Schedule set out in Exhibit A.
- 2. Materials shall be paid for 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.
- 3. There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
- 4. Individual task orders that exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) shall require County Council approval.
- 5. **Maximum Compensation.** Compensation for all Agreements AGR22-18a, AGR22-18c, AGR22-18d, and AGR22-18e, and respective Task Orders under this Agreement, shall not exceed a combined total of TEN MILLION DOLLARS (\$10,000,000.00), over the entire Term of these Agreements, excluding New Mexico Gross Receipts Taxes (NMGRT).
- 6. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, including any NMGRT, and total amount payable.

Services Agreement No. AGR22-18c-A1
GME General Building, LLC

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.

Except as expressly modified by this Amendment No. 1, the other terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 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: *Anne W. Laurent*

5/8/2024

ANNE W. LAURENT
COUNTY MANAGER

DATE

Approved as to form:

Thomas Weyman for

J. ALVIN LEAPHART
COUNTY ATTORNEY

GME GENERAL BUILDING, LLC., A NEW MEXICO CORPORATION

BY: *Erik Trujillo*

5/8/2024

ERIK TRUJILLO
VICE PRESIDENT

DATE

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BEEN OMITTED.



AGR22-18d-A1

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 22-18d**

This **AMENDMENT NO. 1** 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 May 8, 2024.

WHEREAS, County and Contractor entered into Agreement No. AGR22-18d (the "Agreement"), dated February 2, 2022, for On-Call Facilities Construction Services; and

WHEREAS, there has been an increased demand for these services; and

WHEREAS, County has presently already utilized Contractor's Services in a manner that has resulted in the need to amend the not-to-exceed compensation amount across the multi-source contract originally estimated by the County at \$4 Million, now increasing to \$10 Million; and

WHEREAS, both parties wish to amend the not-to-exceed amount to reflect the increased Services being requested by County.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

I. Delete **SECTION C. COMPENSATION** in its entirety and replace it with the following:

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the Compensation Rate Schedule set out in Exhibit A.
2. Materials shall be paid for 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.
3. There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
4. Individual task orders that exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) shall require County Council approval.
5. **Maximum Compensation.** Compensation for all Agreements AGR22-18a, AGR22-18c, AGR22-18d, and AGR22-18e, and respective Task Orders under these Agreements, shall not exceed a combined total of TEN MILLION DOLLARS (\$10,000,000.00), over the entire Term of these Agreements, excluding New Mexico Gross Receipts Taxes (NMGRT).
6. **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.

Except as expressly modified by this Amendment No. 1, the other terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 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: *Anne W. Laurent*

5/8/2024

ANNE W. LAURENT
COUNTY MANAGER

DATE

Approved as to form:

Thomas Wyman for

J. ALVIN LEAPHART
COUNTY ATTORNEY

PLUMA, LLC, A NEW MEXICO LIMITED LIABILITY CORPORATION

BY: *Christopher Pacheco*

5/9/2024

CHRISTOFER PACHECO
MANAGING MEMBER

DATE

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BEEN OMITTED.

AGR22-18e-A1

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 22-18e**

This **AMENDMENT NO. 1** ("Amendment") 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 May 8, 2024.

WHEREAS, County and Contractor entered into Agreement No. AGR22-18e (the "Agreement"), dated February 2, 2022, for On-Call Facilities Construction Services; and

WHEREAS, there has been an increased demand for these services; and

WHEREAS, County has presently already utilized Contractor's Services in a manner that has resulted in the need to amend the not-to-exceed compensation amount across the multi-source contract originally estimated by the County at \$4 Million, now increasing to \$10 Million; and

WHEREAS, both parties wish to amend the not-to-exceed amount to reflect the increased Services being requested by County.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

- I. Delete **SECTION C. COMPENSATION** in its entirety and replace it with the following:

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the Rate Schedule set out in Exhibit A.
2. Materials shall be paid for 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.
3. There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
4. Individual task orders that exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) shall require County Council approval.
5. **Maximum Compensation.** Compensation for all Agreements AGR22-18a, AGR22-18c, AGR22-18d, and AGR22-18e, and respective Task Orders under this Agreements, shall not exceed a combined total of TEN MILLION DOLLARS (\$10,000,000.00), over the entire Term of these Agreements, excluding New Mexico Gross Receipts Taxes (NMGRT).

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Naomi D. Maestas, County Clerk
Los Alamos County NM
marie.pruitt



6. **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.

Except as expressly modified by this Amendment No. 1, the other terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 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: *Anne W. Laurent*

**ANNE W. LAURENT
COUNTY MANAGER**

5/8/2024

DATE

Approved as to form:

Thomas Wyman for

**J. ALVIN LEPHART
COUNTY ATTORNEY**

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

BY: *Robert Sanchez*

**ROBERT SANCHEZ
VICE PRESIDENT**

5/8/2024

DATE