



**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 25-922**

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 **Lee-Sure Pools, Inc.** a New Mexico corporation ("Contractor"), to be effective for all purposes July 29, 2026.

WHEREAS, County and Contractor entered into Agreement No. AGR25-922 dated May 21, 2025, recorded with the County Clerk's Office as Document No. LACF25-1056 for installation and removal of Indoor Commercial plaster, decking, and tile at the Aquatic Center; and

WHEREAS, the County has identified a need to remove and replace existing pumps, filtration systems and associated plumbing and equipment at the Aquatic Center Olympic Pool; and

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

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

WHEREAS, the County Council approved this Agreement at a public meeting held on July 28, 2026;

WHEREAS, both parties wish to amend the Agreement;

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

- I. Amend **Section A. Services** to add a new Paragraph 3 as follows:
 3. In conformance with the Specifications and Construction Plans at <https://losalamosnm.egnyte.com/fl/pwwCfPyQGYhb>, provide a turnkey project for pump and filtration system improvements for the Aquatic Center Olympic Pool. Furnish all materials, equipment, tools, labor and all supplies, appliances, and appurtenances necessary for full completion of the Project including the removal of outdated infrastructure, equipment pad preparation, the provision and installation of equipment, and system testing to ensure consistent water quality, flow, and all applicable regulatory compliance.
 - a) Remove and haul away the existing pumps, filter systems, and associated plumbing and equipment.
 - b) Remove the existing concrete pump pads and install new concrete pads as per plans roughly 3'x4'x3' tall.
 - c) Cut out the existing plumbing into the surge tank and cut opening to new plumbing location.

- d) Pin and pour concrete wall around new sleeves for plumbing.
- e) Clean and grind entire surge tank, apply a minimum of two (2) and a maximum of three (3) coats of a water-resistant membrane C, with fabric imbedded over the areas of new concrete to seal seams.
- f) Provide and install two (2) Neptune Benson Defender tank filtration system with two (2) new circulation pumps and Variable Frequency Devices (VFDs) per Farnsworth Group specifications and construction plans. This will include:
 - i. Two (2) Neptune Benson Defender filters SP-55-48-2076-R packages.
 - ii. Two (2) Pentair Aurora 50hp 480v 3 phase pumps.
 - iii. Two (2) pump strainers with extra baskets.
 - iv. All new butterfly valves, check valves, and flexible couplings at locations specified per Construction Plans.
 - v. All Schedule 80 PVC water piping and fittings.
 - vi. Stainless steel hardware throughout.
 - vii. Required electrical changes as specified per specifications and construction plans, including additional dedicated electrical outlets for filter compressors and any required breakers,
 - viii. New wiring and conduit from the circulation pumps to new Neptune Benson compatible VFDs.
 - ix. Demolition of existing concrete pump pads.
 - x. Pour new concrete pump pads.
 - xi. New stainless steel pump mounting frames with vibration isolating mounts.
 - xii. Removal of existing pipe from the surge tank to the pump suction points. This shall include cutting a hole in the concrete of the surge tank, installing a polyvinylchloride (PVC) sleeve for the new suction line, installing a rebar support structure, pouring concrete back as needed, and applying a waterproof membrane on the entire surge tank and fabric over the newly poured concrete.
 - xiii. New valves for the suction lines located in the surge tank including new float valve.
- g) Contractor's Scope of Work excludes filtration system commissioning, training, and warranty registration, which will be provided by the authorized Neptune Benson distributor, Aquatic Environmental Systems (AES).
- h) Ensure that all electrical power serving mechanical equipment is properly isolated. lockout and tagout procedures shall be implemented in accordance with OSHA and projected safety requirements.
- i) Obtain all permits and certifications of inspections incidental to this work.
- j) Schedule and conduct weekly construction administration meetings with County Project Manager during the entire mechanical improvement and commissioning phase of the project.
- k) Verify the exact size and location of existing utilities prior to the start of demolition work.

l) Demolish, remove and properly dispose of all piping and ductwork to the last service location and cap as indicated on the demolition and construction plan by the Engineer of Record.

m) During the performance of the Work through Substantial Completion, provide properly anchored portable toilets and covered trash receptacles and provide for their regular and routine maintenance and service.

n) During the performance of the Work through Substantial Completion, all materials and equipment must be confined within the defined staging area (to be determined during the pre-construction meeting).

o) The Wage Decision number for this Project is: LA-26-2519-B.

II. Add a new Exhibit A3 Compensation Rate Schedule for Pump and Filtration Improvements, attached hereto and made a part hereof for all purposes.

III. Delete SECTION D. COMPENSATION in its entirety and replace with the following:

SECTION D. COMPENSATION:

1. **Amount of Compensation.** In consideration of the satisfactory completion of the Project and all obligations under this Agreement by Contractor in a timely manner, and the acceptance of the Project by County, Contractor shall be paid an amount not to exceed TWO MILLION FIVE HUNDRED EIGHTY THREE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 89/100 DOLLARS (\$2,583,875.89) exclusive of New Mexico Gross Receipts Tax (unless said amount is altered according to Change Order as provided herein for work performed under this Agreement) with all work billed at amounts equal to the rates for labor, materials, and equipment identified for Lee-Sure Pools Corporation in the City of Albuquerque Procurement Contract Price Agreement SHR000022791.2 which are incorporated by reference and made a part hereof, and further detailed in Exhibits A1 and A2, attached to the original Agreement, and Exhibit A3, attached to Amendment 1.
2. **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services estimated by County and specified in Section D(1) herein, unless approved by Amendment to this Agreement, or Change Order as provided herein. This provision shall not be construed to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed does not exceed the not-to-exceed amount of this Agreement or any subsequent Amendment or Change Order. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.
3. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any New Mexico Gross Receipts Tax (NMGR), and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

II. Add Exhibit A-3, Compensation Rate Schedule.

Except as expressly modified by this Amendment, 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

INCORPORATED COUNTY OF LOS ALAMOS

MICHAEL D. REDONDO
COUNTY CLERK

BY: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

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

BY: _____
JACOB POPER **DATE**
VICE PRESIDENT

Exhibit A3
Compensation Rate Schedule for Pump and Filtration Improvements
AGR25-922

Indoor 50m Lap Pool Equipment Renovation	
Demolition of the existing pump pads and installation of new concrete pump pads as per design	\$28,160.00
Surge Tank	\$34,685.00
Labor: Pool Technician/Mechanic Plumber: hourly rate \$150@1400 hours=\$210,000.00; Assistant Technician: hourly rate \$100@180 hours=\$18,000.00; Laborer: hourly rate \$85@184 hours=\$15,640.00	\$243,640.00
Materials, including all pool equipment, on site storage container, and equipment to remove and install	\$854,080.46
Performance and Labor and Materials Bonds	\$18,548.00
Total exclusive of NMGR	\$1,179,113.46