



## 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 **Transmission and Distribution Services, LLC**, a New Mexico limited liability company ("Contractor"), to be effective for all purposes May 2, 2018.

**WHEREAS**, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 18-28 ("RFP") on December 10, 2017, requesting proposals for a Design/Build Solution to Field Upgrade the 15kV White Rock Substation, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated January 30, 2018 ("Contractor's Response");

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

**WHEREAS**, the Board of Public Utilities approved this Agreement at a public meeting held on April 18, 2018; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on May 1, 2018;

**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:** Contractor shall provide a design-build turn-key solution ("Solution") that includes engineering services, design specifications, installation, material, construction review, and commissioning services for the electrical one-line diagram in **Attachment "A"**. The Solution replaces an existing two (2) circuit, 15kV metal clad substation in White Rock, which has been in service since approximately 1975. Contractor shall provide the services as follows:

1. Contractor shall develop DRAFT detailed design-build construction drawings, "90% Draft Drawings", for the Solution for County review, input and comment. Within seven (7) work days, the County shall provide written comments for incorporation to the 90% Draft Drawings.
2. Contractor shall provide "99% Construction Drawings" for County review, input and comment. Within five (5) work days, the County shall provide written comments for incorporation to the 99% Construction Drawings.

3. Contractor shall provide "For Construction Drawings" for County approval. Within three (3) work days, County shall approve the For Construction Drawings; at which time the Contractor shall proceed with the construction for the Solution.
4. Contractor shall remove the existing 15kV switchgear building by using a crane to load the building onto a County provided semi-trailer for removal and final disposition.
5. Contractor shall install a completely new 15kV switchgear building; remove the existing 115kV fuse protection & surge arresters; install a new 115kV candlestick type circuit switcher; and, add new transformer differential protective relaying.
6. If required, Contractor shall expand the concrete footing(s) to fit the new building and related 115kV equipment. The new 15kV switchgear building shall contain three (3) breaker bays and power the existing 15kV County feeders. Modifications and connections to the 15kV County feeders shall be provided by the County.
7. Contractor shall install new 115kV station class, polymer housed, MOV-type surge arresters; a new 115kV General Electric candlestick style circuit switcher placed between the existing center break V-switch and transformer; and new slip-over current transformers (CTs) installed on the transformer high-side bushings. The 15kV, low side CTs shall be incorporated into the switchgear outgoing feeders to complete the transformer differential protection.
8. Contractor shall utilize the existing 115kV center break V disconnect switches and add a new switch operator platform to provide consistent grounding connections to the circuit switcher.
9. Contractor shall provide slip-over current transformers that allow the microprocessor relays (SEL-787, SEL-751, and four (4) GE Multilin 750/760 relays) to detect faults in the transformer and switchgear and trip the 115kV candlestick switcher. The transformer and switchgear bus shall be included in the same differential zone.
10. The Contractor and County shall mutually agree to the project schedule, tentatively set around eight (8) months including forty (40) days of on-site installation and commissioning.
11. Contractor shall commission the new Solution installation and be on site when the County energizes the new upgraded White Rock Substation.

**Base-Bid Design Build Solution:**

1. Supply all design, installation, material, parts, equipment, electrical appurtenances, etc., and commissioning for the design-build Solution for a fully functional 15kV metal-clad White Rock Substation Upgrade which met the Project Specifications as described in the County's RFP 18-28 and as outlined in **Attachment "A"**, White Rock Substation One-Line Diagram attached hereto.
2. Supply all design, installation, material, parts, equipment, electrical appurtenances, etc., and commissioning for the 115kV components as outlined in **Exhibit "A"** attached hereto.
3. Supply all design, installation, material, parts, equipment, electrical appurtenances, etc., and commissioning for the 15kV components as outlined in **Exhibit "A"** attached hereto.

4. At the County's option, supply all design, installation, material, parts, equipment, electrical appurtenances, etc., and commissioning for the Adder components as outlined in **Exhibit "A"** attached hereto.
5. Coordinate with County staff the on-site daily work activities and field installation. Contractor shall wear the proper personal protective equipment and adhere to all County safety work practices required while working inside an energized, 115kV electrical substation.
6. Provide at least one (1) full day of on-site training to DPU staff during the execution, testing and commissioning of the substation upgrade Solution. In particular, racking-in and racking-out the 15kV feeder breakers.
7. Prepare and submit to the County three (3) complete sets of record drawings in hard-copy and digital format as described in the original RFP and prior to County's Certification of Substantial Completion ("CSC").
8. Provide New Mexico licensed professional engineer stamp for record drawings.
9. Provide New Mexico EL-1 license for the electrical installation services.

**SECTION B. TERM:** The term of this Agreement shall commence May 2, 2018 and shall continue through June 30, 2020, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to two (2) consecutive one-year periods, unless sooner terminated, as provided therein.

**SECTION C. COMPENSATION:**

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed SEVEN HUNDRED THIRTY ONE THOUSAND THREE HUNDRED NINETY THREE DOLLARS AND 78/100 (\$731,393.78), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in **Exhibit "A,"** attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**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, bind 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) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
- 2. Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- 3. Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

4. **Professional Liability Insurance:** Insert appropriate language here if applicable. PROFESSIONAL LIABILITY INSURANCE, as may be applicable to the particular profession or service to be provided, with a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) each Claim, with a TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate, without any restrictive “negligent act, negligent error, or negligent omission” clause, and with coverage extending for a three (3) year period from completion of this contract, against any and all claims which may arise from the Contractor’s negligent performance of work described herein.
5. The switchgear and all its appurtenances shall carry a twenty four (24) month warranty from date of shipment or twelve (12) months from the date of energization, whichever occurs first.

**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. PERFORMANCE BOND AND LABOR-MATERIALS BOND**

Performance Bond and Labor-Materials Bond shall be executed in an amount equal to one hundred percent (100%) of the total amount payable by the terms of the contract attached herein as **Exhibit “B”**.

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

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

**SECTION Q. 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 R. 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 S. 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 T. 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:

Deputy Utilities Manager, Electric Distribution  
Incorporated County of Los Alamos  
1000 Central Ave., Suite 130  
Los Alamos, New Mexico 87544

Contractor:

Harry Barnes Jr., Managing Member  
Transmission & Distribution Services, LLC  
9550 San Mateo Blvd. NE, Suite G  
Albuquerque, New Mexico 87113

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

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

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

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

**BY:** \_\_\_\_\_  
**TIMOTHY A. GLASCO, PE** **DATE**  
**UTILITIES MANAGER**

**Approved as to form:**

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

**TRANSMISSION AND DISTRIBUTION SERVICES, LLC, A**  
**NEW MEXICO LIMITED LIABILITY COMPANY**

**BY:** \_\_\_\_\_  
**HARRY BARNES, JR.,** **DATE**  
**MANAGING MEMBER**

Exhibit "A"  
Compensation Rate Schedule  
AGR18-28

ITEM #	DESCRIPTION	COST
1	Base Cost for Design Build Solution	
A	<b>115kV</b> Side with alternates described below	\$ 154,000.00
B	<b>15kV</b> Side with alternates described below	\$ 566,585.00
C	Bond	\$ 10,808.78
2	ALTERNATE ADDERS AT COUNTY'S DISCRETION	
A	ARC-FLASH DETECTION	\$ 6,000.00
B	UPGRADE TO STATION CLASS SWITCHGEAR ARRESTERS	\$ 2,700.00
C	TELVENT 3030 RTU INSTEAD OF SEL 2032	\$ 12,000.00
D	REAL-TIME FEEDER METERS (BI-TRONICS)	\$ 9,750.00
E	FACTORY ACCEPTANCE TESTING OPTION (T&D VISIT)	\$ 2,750.00
	<b>TOTAL</b>	<b>\$ 731,393.78</b>

**ADDITIONAL DESCRIPTIONS for items above:**

**115 kV** Side (Installation, Material, Commissioning & Testing, LOT pricing):

1 lot – GE Alstom, Circuit Switcher and supports (115 kV, 1200 Amp, 40 kA Interrupting)

1 lot – Slip over bushing CTs (100:5), Station Class Switchgear Arresters (74 kV MCOV), jumpers/terminal pads

1 lot – Transformer differential circuits and trip scheme, control wiring, cabling with associated raceways

1 lot – Associated low voltage AC/DC wiring for complete system

1 each – Engineering (50% of \$58,000 allocated to **115 kV** side)

**Optional Costs:**

1 lot – Telvent SAGE 3030 RTU and associated wiring \$ 12,000

1 lot – ARC Flash Detection cabling/hardware \$ 6,000

1 lot – Upgrade to station class LV arresters \$ 2,700

1 Factory Acceptance Testing Option (T&D to visit) \$ 2,750

**Sub Total: \$ 154,000**



**15 kV** Side (Installation, Material, Commissioning & Testing, LOT pricing):

1 each walk-in type Power Control Enclosure manufactured by PACS Switchgear with approximate dimensions of 18'x15'x13' including 15kV, 1200 Amp, 25 kA Interrupting, 4 cubicle metal clad switchgear.

Enclosure assembly to include:

- 3 each ABB breakers (ADVAC type, 1200 Amp, 25 kA, 95 kV BIL)
- 1 lot bus bracing, insulator assembly (1200 Amp, 15 kV, 25 kA, 110 kV BIL) two high cubicle
- 1 lot PTs, CTs for bus metering & differential and over current protection circuits
- 1 each 25 kVA, 120/240V control power transformer
- 3 each GE 760 Feeder Relays
- 1 each GE 750 Bus Relay
- 1 each SEL 787 transformer differential relay
- 1 each SEL 751 backup bus overcurrent relay with arc flash detection capability
- 4 each GE PQM 11 Feeder/Bus Metering devices
- 1 each 48VDC battery system and battery charger
- 1 each DC trip schemes for breakers, remote/local control, etc.
- 1 lot RTU and associated wiring installed in switchgear enclosure
- 1 lot surge arresters
- 1 lot – Associated low voltage AC/DC wiring for complete system
- 1 lot – Removal of existing switchgear assembly/hardware onto LAC provided transport/trailer for their removal from the station and associated salvage activities or disposal
- 1 each- Engineering (50% of \$58,000 allocated to **15 kV** side)
- Misc. Other support structures, cabling, grounding connections, etc. as needed to provide a functional and complete station.

**Optional Cost:**

1 Real-time Feeder Meters (Bi-tronics)	\$	9,750		
		<b><u>Sub Total</u></b>	<b>\$</b>	<b><u>566,585</u></b>

Subtotal: \$154,000 + \$566,585 = \$720,585

1.5% for Performance and Labor & Material Bond = \$ 10,808.78

**GRAND TOTAL** = **\$ 731,393.78**

**PAYMENT SCHEDULE:**

- 10% - Execution of Contract; Preliminary Drawing Submittal
- 50% - Construction Drawing Approval/Beginning of Manufacturing
- 20% - Project Construction Begins
- 15% - Project Construction Complete
- 5% - Completion of Record Drawings/Project Closeout

**EXHIBIT "B"**

**Performance Bond**



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

We as Principal, hereinafter referred to as Contractor, and \_\_\_\_\_ a limited liability company 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**

**RFP18-28**

**Design/Build Solution to Field Upgrade the 15kV White Rock Substation**

and if Contractor shall perform and complete all of the undertakings, covenants, terms, and obligations of said Contract during the original term thereof, and any extensions which may be granted by the County with or without notice to the Surety, and if Contract shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the

**Performance Bond Continued**

County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the County all outlay and expenses which the County may incur in making good any default, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument may be executed in two counter-parts, 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



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

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

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

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

WHEREAS, Contractor has agreed to enter into the Contract described as follows:

**Incorporated County of Los Alamos**

**RFP18-28**

**Design/Build Solution to Field Upgrade the 15kV White Rock Substation**

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

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

The right to sue on this bond accrues only to the Contracting Agency and the parties to whom Section 31-173 Los Alamos County Code of Ordinances grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said ordinance.

PROVIDE, FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Contract, or to the Work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract.

PROVIDE, FURTHER, the County shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have no obligations to make payments to give notices on behalf of or otherwise have obligations to Claimants. The Surety hereby waives notice of any change, including changes of time, to the Contractor or to related subcontracts, purchase orders and other obligations.

SIGNED AND SEALED ON this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**CONTRACTOR AS PRINCIPAL:**

Signature: \_\_\_\_\_

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

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

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

**SURETY'S AUTHORIZED NEW MEXICO AGENT:**

Signature: \_\_\_\_\_

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

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

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

This bond is issued simultaneously with Performance Bond in favor of County for the faithful performance of the contract.