



## INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Gardner Zemke Company**, a New Mexico corporation ("Contractor"), to be effective for all purposes November 16, 2022 ("Effective Date").

**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. 23-18 ("RFP") on September 4, 2022, requesting proposals for the service of a qualified electrical contractor to replace the existing electric transformer at the Abiquiu Hydroelectric plant, located at 4731 State Highway 96, Abiquiu, New Mexico 87510 ("Site"), as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated September 28, 2022 ("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**, the Board of Public Utilities approved this Agreement at a public meeting held on October 19, 2022; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on November 15, 2022; 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. Project Kick-off Meeting and Site Visit: The Contractor shall within ten (10) business days of the Effective Date of this Agreement, Contractor shall coordinate a Project Kick-Off Meeting and Site Visit with the County's designated Department of Public Utilities ("DPU") staff. As part of the kick-off meeting, the parties shall:
  - a. Introduce and assign Contractor and County project team members and Project leads ("Project Staff" and "Project Manager").
  - b. Establish a mutually agreed upon Project Schedule that includes deliverable due dates, Project Milestones and communication protocols. Contractor shall provide a written Project Schedule to County's Project staff within five (5) business days from the date of the kick-off meeting. The Project Schedule may be modified by mutual written agreement of the parties.
  - c. Discuss the scope of work, planning assumptions, Project progression to meet County identified lead times.

As a component of the Kick-off meeting and Site Visit the Contractor shall conduct the following preparation activities:

- i. Inventory all of the County furnished items needed to assemble the transformer. If any items are missing Contractor shall immediately notify the County so County may take appropriate action to acquire any materials required for installation.
  - ii. Contractor shall measure all connection points to be sure they align, and no additional adapters or flex braids are required. If additional adapters or flex braids are required, County shall have the additional equipment fabricated and delivered prior to the January install, pursuant to the Project Schedule.
2. The Contractor shall provide all labor, materials, and equipment to remove and properly dispose the existing transformer.
3. The Contractor shall provide all labor, materials, and equipment to install the new transformer, test the transformer and place the transformer into service, which includes but is not limited to movement, assembly, oil-processing, installation, testing and start-up of a new County furnished 4160-69kV Generator Step-Up (GSU) transformer.
4. The new transformer is currently stored on the Site within the maintenance building. The transformer shall require some assembly which shall be completed by the Contractor. The new transformer shall be lifted from its current position by the onsite bridge crane, by County staff onto Contractor provided trailer. With the exception of lifting the transfer with the bridge crane, Contractor is responsible for all moving, handling and lifting the new transformer from its current position in the building to the location where it will be placed into service.
5. The work to be completed is detailed in Exhibit "B," Project Tasks, and Exhibit "C" Plan Set which identifies the existing conditions, new transformer details, old transformer details and equipment placement instructions. Acceptance of the work shall be pursuant to Exhibit "B", Task 3.0.
6. The Contractor shall service the overhead switch located on the 69kV transmission line H-Structure onsite. Service and maintenance shall be performed per the manufacturer's recommendations in the operation and maintenance manual provided with the RFP and current industry standards.
7. The Contractor shall properly paint the steel transmission line H-Structure and the Potential Transformer structure in accordance with the work as described in detail on sheet 5 in Exhibit "C."
8. The Contractor shall comply with Wage Rate Decision RA-22-2150-A, attached as Exhibit "D."
9. All work to install the new transformer shall be performed in a two-week outage of the hydroelectric plant as provided in the Project Schedule to be developed by the parties. The new transformer must be replaced and in service no later than February 1, 2023.

10. If temperatures are below the paint manufacturer's recommended ranges for application and curing, painting the transmission line H-Structure can be performed at a later date, to be completed no later than June 1, 2023.

## **SECTION B. WARRANTIES, REPRESENTATIONS, AND OTHER OBLIGATIONS**

1. Contractor shall provide all protective coverings necessary to protect existing and adjacent finishes while performing its work. Contractor shall be responsible for any damage and the repair of damage by its employees, subcontractors, and vendors.
2. 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 from the Site and disposed of at an approved waste disposal site.
3. All work shall be in strict compliance with the national state, and local building codes. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices. Work shall be authorized by County staff, performed per standard operating procedures.
4. Safety shall be the main concern and enforced by Contractor on Site and may be periodically inspected by County's qualified safety personnel. Contractor shall comply with all local, state, and federal laws governing safety, health, and sanitation. Contractor, not County, shall be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the Site. Contractor shall provide all needed safeguards, safety devices and protective equipment; take any actions necessary to protect the life and health of the employees on the job, the safety of County employees working in the area, as well as the safety of the public, and to protect the property of County in connection with the performance of work under this Agreement.
5. Contractor and Sub-contractors shall provide a one (1) year warranty for transformer installation covering workmanship, after Contractor's successful completion of the Project and County's acceptance of Contractor's work on the Project. Any manufacturer warranty provided shall be in the name of the County.
6. Contractor and Sub-contractors shall provide a one (1) year warranty for painting work, covering materials and workmanship, after Contractor's successful completion of the Project and County's acceptance of Contractor's work on the Project. Any manufacturer warranty provided shall be in the name of the County.
7. Contractor shall furnish County with a performance bond in an amount equal to One Hundred percent (100%) of the contract price of this Agreement as may be adjusted by any Change Order as provided herein.
8. Contractor shall furnish County with a payment (labor and materials) bond in an amount equal to One Hundred percent (100%) of the contract price of this Agreement as may be adjusted by any Change Order as provided herein.
9. Contractor shall use the *Performance Bond* forms, the *Payment (Labor and Materials) Bond*, the *Notice to Proceed* form, the *Acceptance of Notice to Proceed* form, the *Application and Certification for Payment Part 1* form, the *Application and Certification for Payment Part 2* form, the *Affidavit of Payment and Release of Liens* form, the *Change Order* form, and the *Certificate of Substantial Completion* as provided in Exhibit "E," attached hereto and made a

part hereof for all purposes, without any change in form unless agreed to in writing by the County, and with the terms and conditions of each form being material terms and obligations of this Agreement.

**SECTION C. TERM:** The term of this Agreement shall commence November 16, 2022 and shall continue through June 30, 2023, unless sooner terminated, as provided herein.

**SECTION D. COMPENSATION:**

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed FOUR HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS (\$433,659.00), 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 E. 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 F. 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 G. 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 H. 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 I. 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 J. 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, stating 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.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.
5. **All Risks Builders Risk Insurance** (covering Fire, Extended Coverage, Vandalism and Malicious Mischief) will be carried on a completed value or reporting form, for not less than 100% of the value of the work, including foundations. The All Risks Builder's Risk shall include the Incorporated County of Los Alamos, and will cover the interests of all sub-contractors without specifically naming them. If the insurance is written subject to a deductible clause, Contractor assumes responsibility for the amount of the deductible.

**SECTION K. 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 L. DUTY TO ABIDE:** 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.

**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. CHOICE OF LAW:** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

**SECTION O. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:** County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial Circuit of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial Circuit of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

**SECTION P. WAIVER OF JURY TRIAL:** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

**SECTION Q. INDEMNITY:** Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

**SECTION R. 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 S. NON-ASSIGNMENT:** Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Utilities Manager.

**SECTION T. 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 U. 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 V. TERMINATION:**

1. **Generally.** The County Utilities Manager 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 W. 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:

Casey Aumack, Engineering Associate  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 130  
Los Alamos, New Mexico 87544

Contractor:

Clinton Muncy, President  
Gardner Zemke Company  
1218 Griego Road, N.E.  
Albuquerque, New Mexico 87107

With a copy to:

County Attorney's Office  
1000 Central Avenue, Suite 350  
Los Alamos, New Mexico 87544

**SECTION X. 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 authorized representatives of County and Contractor. In

the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

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

**SECTION Z. 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 and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

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

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

**SECTION AD. NEGOTIATED TERMS:** This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

[This section intentionally left blank.]



**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:** \_\_\_\_\_ **DATE**  
**PHILO S. SHELTON III, P.E.**  
**UTILITIES MANAGER**

**Approved as to form:**

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

**GARDNER ZEMKE COMPANY, A NEW MEXICO**  
**CORPORATION**

**BY:** \_\_\_\_\_ **DATE**  
**CLINTON MUNCY**  
**PRESIDENT**

Exhibit "A"  
Compensation Rate Schedule  
AGR23-18

<b><u>Task Number</u></b>	<b><u>Description</u></b>	<b><u>Cost</u></b>
Task 1.0	Removal of Existing Transformer and Accessories ,including mineral oil disposal form both units.	\$124,988.00
	Salvage Value to be Credited to County, if any	(\$5,541.00)
Task 2.0	New Transformer Installation including all new mineral oil	\$150,273.00
Task 3.0	Testing & Commissioning	\$58,141.00
Task 4.0	Additional Services (total of items a, b, c, d and e)	\$77,243.00
	a) Cleaning of bushings/linkages - \$1380.00	
	b) Grounding connection checks - \$1721.00	
	c) Circuit Switcher/Disconnect Testing - \$5996.00	
	d) 69 kV PT Testing - \$3146.00	
	e) Painting of H-frame and PT structures - \$65,000	
Task 5.0	Additional items including Project Management, Meetings, Conference Calls	\$24,819.00
	Bonds	\$3,736.00
	<b>TOTAL NOT TO EXCEED AMOUNT</b>	<b>\$433,659.00</b>

**Exhibit "B"**  
**Project Tasks**  
**AGR23-18**

**Los Alamos County Department of Public Utilities – Abiquiu Hydroelectric Plant**  
**Transformer Replacement Project**

The following serves to establish a Project Tasks list for the replacement of an existing transformer at the Abiquiu Power Plant. A map showing the site location details is included in the Plan Set as seen in Exhibit "C." The existing transformer is to be disconnected, removed from the site and properly disposed of. The site of the old transformer shall be prepared for a new transformer and related accessories that is already on-site but that will need to be moved from its current location to the pad. Additional site services including testing of a high side potential transformer and circuit switcher is also included along with testing of the new transformer once it is placed and readied. The tasks listed are not intended to provide a comprehensive outline of all tasks required to complete the project rather they are intended to provide a general outline. Contractor shall provide all necessary tools, equipment and miscellaneous hardware as necessary to complete the project and provide a functional station ready for energization to the satisfaction of the County and the County's contracted Engineer.

**Task 1.0 Removal of Existing Transformer and Accessories**

1. The Existing transformer will be de-energized by County. Contractor to include all labor, tools and equipment necessary for the removal of the existing transformer. Drawings are included showing details related to weight, dimensions, external connections and accessories. This effort to include removal of anchor plates, grounding cables, disconnecting HV leads from the overhead 69 kV connections, removal of low side bus duct, bus duct weatherproof housing, disconnection of transformer neutral connection, arrester connections and surge counting devices, disconnecting existing control cables, removal of cooling equipment, and radiators.
2. It should be noted that there is limited access area around the transformer and the Contractor will need to present a detailed plan for how the crane will be placed, how the unit will be picked, how it will be moved and where the transport vehicle will be loaded to receive the unit. It may be that multiple lifts are needed and if so, the Contractor should detail their approach for each lift. A formal lift plan shall be presented to the County provided by the Contractor's crane services company. Because of the proximity to the existing 69 kV transmission line feeding the station, County will de-energize the line during the lift based on a mutually agreed upon date and outage window. As an option, the Contractor may opt for a 'jack-n-slide' method of removing the transformer to a better location for lifting. This is an acceptable means of removal as well and may be better suited to placement of the new unit as well.
3. Transformer shall be removed from the site along with all accessories. Any salvage value for the unit shall be credited to the County less any appropriate fees. Oil tests are available that show the unit is free of PCB's. Paperwork documenting the proper disposal of all pieces, including the full quantity of oil shall be made available to County as a requirement for release of payment to the Contractor.
4. Cribbing for outriggers or temporary placement of the transformer shall be the responsibility of the Contractor to provide and setup/remove.
5. Site shall be suitably cleaned up and the area prepared for the new unit. This shall include removal of any debris and a high pressure wash down of the foundation to remove any accumulated dirt, etc. Contractor shall secure and weather seal the conduits/cables for the controls connections, grounding connections, and the LV

busduct. Submittal of a plan for sealing/securing these items shall be a required submittal to County prior to transformer removal. The weatherproofing effort is only for a short period while the new transformer is being delivered but it is very important to preserve the bus duct connections.

## **Task 2.0 New Transformer Installation**

1. The new transformer and related accessories are already on site, but located inside the facility. Accessories such as arresters, bushing, radiators are all there and ready for the Contractor to move. The method/means for removing the transformer shall be reviewed by County for acceptance prior to beginning the work. Contractor should note that there is limited clearance under the door for the unit (fourteen feet) and the Contractor should take care accordingly when planning to move it.
2. The existing oil is not suitable for use as it has aged for some time now and must be removed/replaced. Paperwork documenting the proper disposal of the full quantity of oil shall be made available to County as a requirement for release of payment to the Contractor for the new transformer as well.
3. Contractor shall provide labor, tools, and equipment for the installation of the new transformer. This shall include reinstallation of anchor plates, reinstallation of grounding cables, reconnection of 69 kV jumpers including replacement or new fittings as appropriate for the arrester and/or transformer bushings, re-termination of low side bus jumpers, flexible links and insulation/boots, termination of controls cables and installation of radiator/fans as well as a full complement of field testing as noted below. Contractor should note that while the units are intended to be identical, slight variations in footprint, conduit gland plate location, etc. could be encountered. The bus duct connections are the critical elements that must be aligned. Review of the drawings indicate that the bushing heights and enclosure dimensions are the same. Slight modifications for anchor plates may be required though to allow for proper alignment. The Contractor should not release the crane until the placement is confirmed by County so that any minor adjustments can be performed especially as related to the bus duct housing flanges and seals.
4. Radiator connections, oil filling, topping off activities shall be in accordance with the manufacturer's guidelines and requirements. Spills or leaks shall be remedied immediately and the Contractor shall have spill prevention and containment booms, rags, etc. onsite during any work with the oil.
5. Embedded conduits in the foundation shall be protected and suitable raceways installed to the conduit gland plate in the new transformer. Galvanized rigid conduit is the preferred method, but flexible connections may be required and are acceptable if the rigid conduit raceways are not possible but needs to have approval from the Engineer prior to proceeding.
6. Anchor pads/plates may require re-grouting of the pad surfaces. Engineer will provide a suggested grout manufacturer/type should this become necessary.
7. Connections to the 69 kV and 4.16 kV existing equipment and conductors shall be coordinated with the testing and commissioning effort. The Contractor is responsible for coordinating the scheduling of these activities. Contractor shall supply all new fasteners for the bolted connections. Fasteners shall include Silicon Carbide bolts of appropriate length, stainless steel nuts and flat washers along with Belleville type 'domed' washers.

### **Task 3.0      Testing & Commissioning**

1. Testing shall be performed on the assembled unit in accordance with industry standards by a NETA certified contractor with NETA certified testing technicians. It shall include labor, tools and equipment (including lifts) as well as any related site work that might be required to complete the overall testing effort.
2. Perform all specified equipment testing prior to energization. Include operational and verification testing of all components including cooling fans, oil preservation equipment, and all other components to completely ready the unit for operation.
3. Perform the following tests at the substation after the transformer has been placed:
  - i. Transformer turns ratio test – all taps
  - ii. Megger core and windings
  - iii. Oil dielectric test
  - iv. Winding resistance test
  - v. Field calibration of temperature devices
  - vi. Field calibration of pressure device
  - vii. On-site insulation power factor test
  - viii. Field ratio/saturation/polarity checks on all CTs
  - ix. Arrester testing
4. Functional testing and operation of the transformer controls, alarms and protection circuits shall be required and performed with the close supervision of Abiquiu plant personnel as the alarms and controls are integrated into the plant generation facility. Even though the generation plant will be off-line during the project, County does not want to see unplanned operations of any related equipment due to inadvertent functional testing on the transformer controls or alarm circuits.
5. Testing contractor shall certify that the unit is ready for final connections and energization upon completion of work.
6. Support from a factory trained manufacturer's engineer is encouraged and contacts to the manufacturer's representative can be made available as needed for questions about the unit.
7. Test reports shall be submitted for review within 5 days of testing and final copies made available within 7 days of acceptance of the preliminary report by the County.

### **Task 4.0      Additional Services**

1. Cleaning of bushings/linkages and associated equipment shall be performed by the Contractor prior to testing.
2. Checks on grounding connections shall be made on the 69 kV structures including the shield wires and downleads while the station is de-energized. Perform similar checks on the PT structure grounds.
3. Testing shall be performed on the existing 69 kV structure mounted circuit switcher (S&C Type CS-1A) during the line/station outage. Testing shall be in accordance with

manufacturer's recommendations. Functional testing of associated relays, lockouts, alarms and controls shall be documented and shown to be acceptable. Testing shall include the motor operator for the disconnect as well as the interrupters and the ground switch. Electrical testing shall also be in accordance with manufacturer's recommendations.

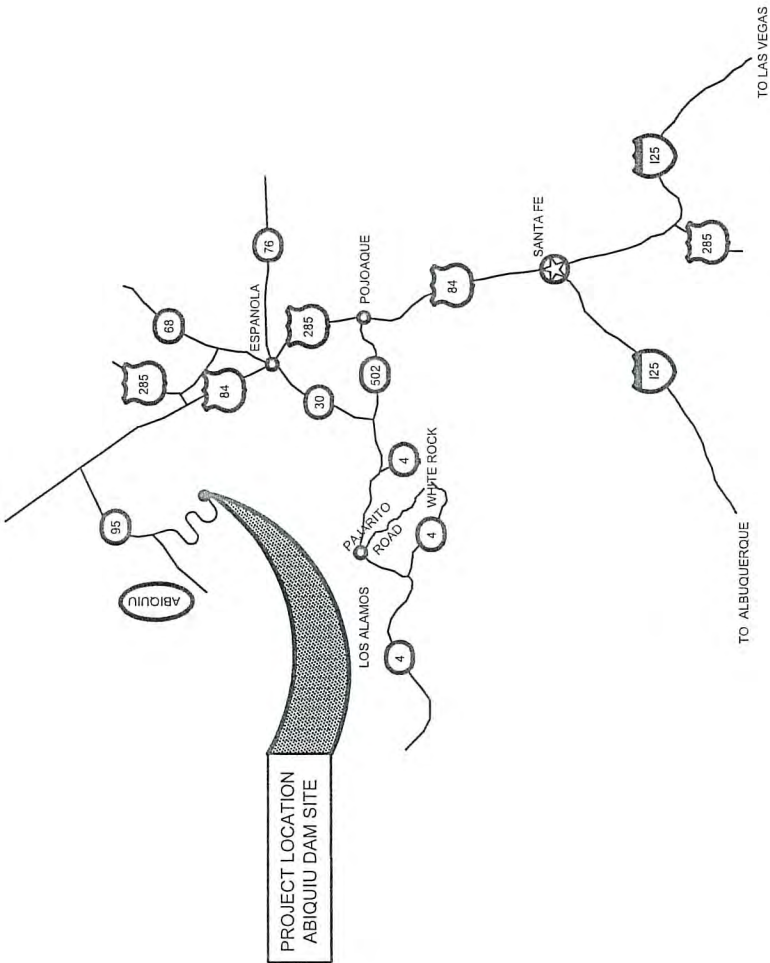
4. Testing shall be performed on the existing 69 kV structure mounted potential transformer (PT) during the line/station outage. Testing shall be in accordance with manufacturer's recommendations. Testing shall be documented and shown to be acceptable.
5. Contractor to include all labor, tools and equipment necessary for the testing including removal/replacement of the jumpers. Drawings are available for details related to weight, dimensions, external connections and accessories.
6. Test reports shall be submitted for review within 5 days of testing and final copies made available within 7 days of acceptance of the preliminary report by the County.

#### **Task 5.0 Additional Comments**

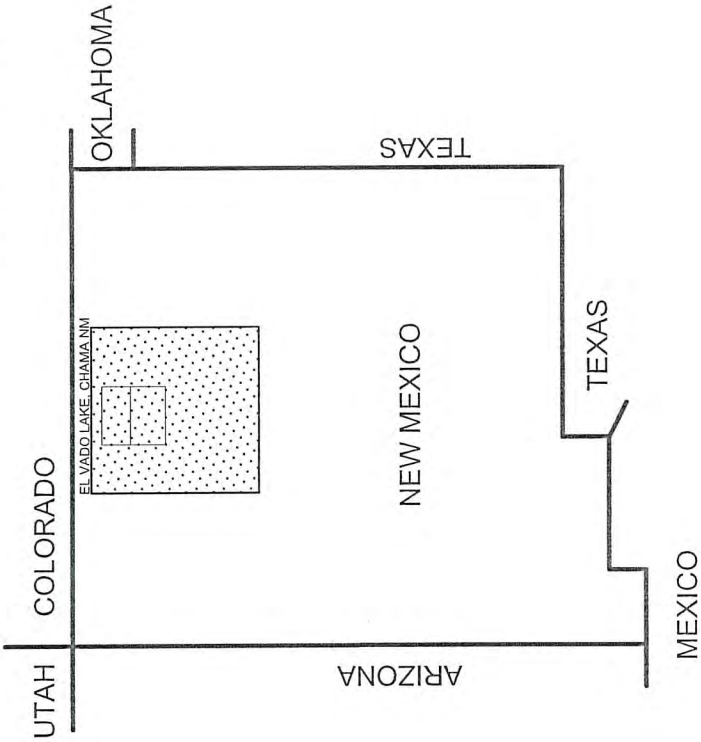
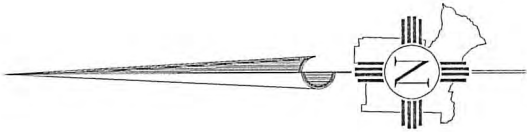
1. The platform around the transformer foundation serves a part of a multi-level installation and care must be taken with handling heavy equipment, vehicles and apparatus. Placement of the crane to lift the transformer as well as the transport vehicle is critical to a successful project. Accordingly, a lifting plan shall be provided for both the removal and installation. Any plans to place heavy equipment on the platform may require structural review which will be at the cost of the Contractor.
2. The existing containment area is connected to a storage basin under the transformer pad. This shall be protected during all construction activities.
3. Concerns noted during the removal/installation of the new transformer shall be promptly brought to the attention of the County for review and resolution.
4. Weekly conference calls shall be coordinated with site personnel, County's DPU engineering staff and the County's contracted Engineer to review project details, schedules and look ahead timelines.

ABIQUIU HYDROELECTRIC PLANT  
TRANSFORMER REPLACEMENT PROJECT

JULY 2022  
RFP 23-18  
LOS ALAMOS COUNTY - NEW MEXICO



NEW MEXICO REGIONAL MAP  
NOT TO SCALE



SHEET INDEX

- 1. TITLE SHEET
- 2. SITE PLAN
- 3. EXISTING TRANSFORMER PHOTOS
- 4. NEW TRANSFORMER PHOTOS
- 5. SWITCH STRUCTURE PAINTING
- 6. DISCONNECT SWITCH STRUCTURE DETAILS
- 7. EXISTING TRANSFORMER DETAILS
- 8. NEW TRANSFORMER DETAILS

APPROVED BY: *Camille McArthur* DATE 8/1/22  
DEPARTMENT OF PUBLIC UTILITIES PROJECT ENGINEER  
*[Signature]* DATE 8/1/22  
DEPARTMENT OF PUBLIC UTILITIES ENGINEERING PROJECT MANAGER





AERIAL VIEW OF HYDROELECTRIC PLANT



GENERAL NOTES:

1. WORK WILL TAKE PLACE AT AN OPERATING HYDROELECTRIC POWER PLANT. CONTRACTOR SHALL COORDINATE ALL WORK IN ADVANCE WITH ONSITE COUNTY STAFF TO AVOID CONFLICTS WITH PLANT OPERATIONS. WORK ON THE TRANSFORMER AND WITHIN THE SWITCH YARD WILL REQUIRE HIGH VOLTAGE ELECTRIC FACILITIES ARE LOCKED OUT AND TAGGED OUT.
2. CONTRACTOR SHALL PLAN AND STAGE THE WORK TO INSTALL, TEST AND COMPLETE THE WORK DURING A TWO WEEK PLANT OUTAGE. THE OUTAGE CANNOT TAKE PLACE IN THE MONTHS OF MARCH THROUGH MAY.
3. THE EXISTING NEW TRANSFORMER IS LOCATED WITHIN THE BUILDING. IT CAN BE LOADED ONTO CONTRACTOR'S TRUCK BY EXISTING 60-TON CRANE. CONTRACTOR IS RESPONSIBLE FOR MOVING THE TRANSFORMER FROM ITS CURRENT LOCATION TO ITS PERMANENT LOCATION.
4. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF EXISTING TRANSFORMER AND OIL.
5. WORK SHALL BE SCHEDULED BETWEEN THE HOURS OF 7:00AM AND 5:00PM WHILE THE PLANT IS STAFFED BY LAC OPERATORS. WORK TO PERFORMED ON WEEKENDS OR EXTENDED DAYS SHALL BE COORDINATED WITH PLANT STAFF TWO WEEKS IN ADVANCE.
6. CONTRACTOR SHALL COORDINATE WITH PLANT OPERATORS 2 WEEKS IN ADVANCE DE-ENERGIZING THE 69 KV TRANSMISSION LINE TO COMPLETE THE RE-PAINTING OF THE POWER POLE STRUCTURE.

NO.	REVISION DESCRIPTION
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2	
3	
4	
5	

DESIGNED BY:	
DRAWN BY:	
APPROVED BY:	
DATE:	
SCALE:	

ABIGUJIL HYDROELECTRIC PLANT TRANSFORMER REPLACEMENT PROJECT	SITE PLAN
--	-----------



INCORPORATED COUNTY OF LOS ALAMOS DEPARTMENT OF PUBLIC UTILITIES 1000 CENTRAL AVE., SUITE 130 LOS ALAMOS, NEW MEXICO 87544 (505) 662-8333 FAX: (505) 662-8005
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SHEET 2
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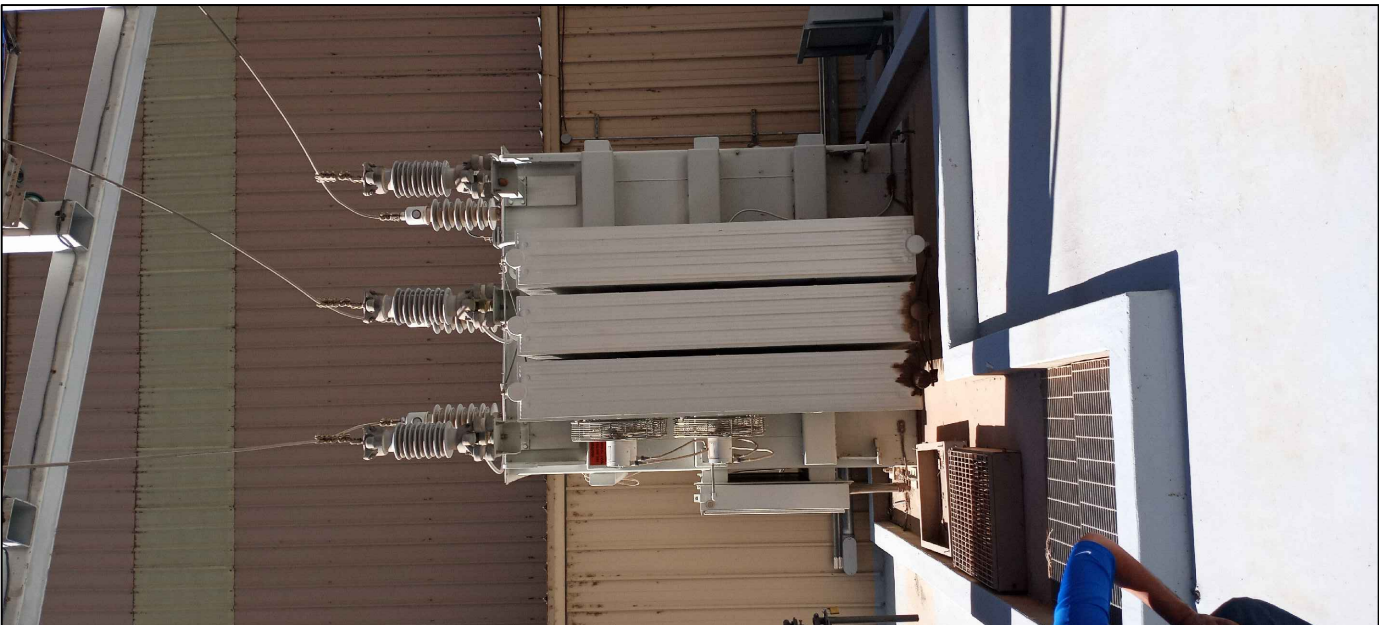


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LOOKING WEST



LOOKING SOUTH



LOOKING EAST



SHEET

3

INCORPORATED COUNTY  
OF LOS ALAMOS  
DEPARTMENT OF PUBLIC  
UTILITIES  
1000 CENTRAL AVE., SUITE 130  
LOS ALAMOS, NEW MEXICO 87544  
(505) 662-8333 FAX: (505) 662-8005



LOS ALAMOS  
Department of Public Utilities

ABIGUILU HYDROELECTRIC PLANT  
TRANSFORMER REPLACEMENT  
PROJECT  
EXISTING TRANSFORMER PHOTOS

DESIGNED BY: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
SCALE: \_\_\_\_\_

REVISION DESCRIPTION

NO.

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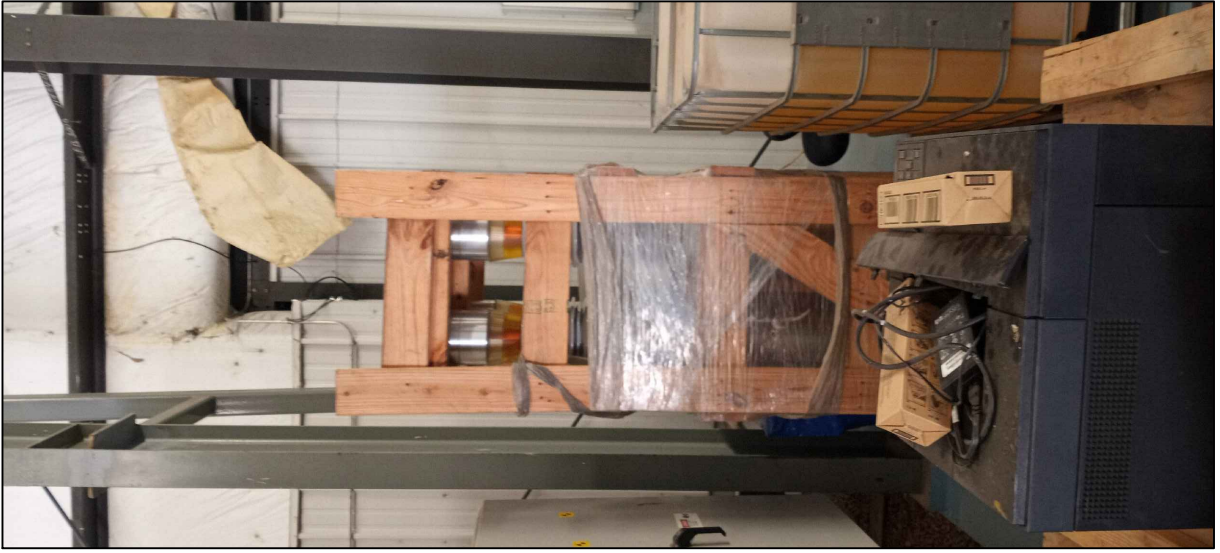
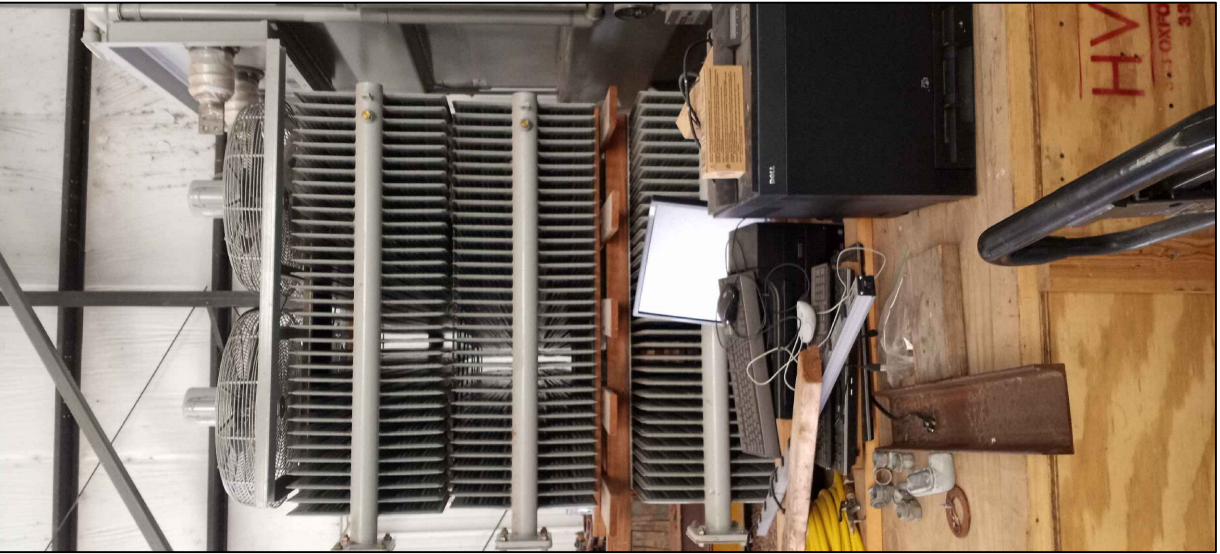
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EXHIBIT "C"




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NEW TRANSFORMER LOCATED ONSITE



INCORPORATED COUNTY  
OF LOS ALAMOS  
DEPARTMENT OF PUBLIC  
UTILITIES  
1000 CENTRAL AVE., SUITE 130  
LOS ALAMOS, NEW MEXICO 87544  
(505) 662-8333 FAX: (505) 662-8005



LOS ALAMOS  
Department of Public Utilities

ABJQUIU HYDROELECTRIC PLANT  
TRANSFORMER REPLACEMENT  
PROJECT  
NEW TRANSFORMER PHOTOS

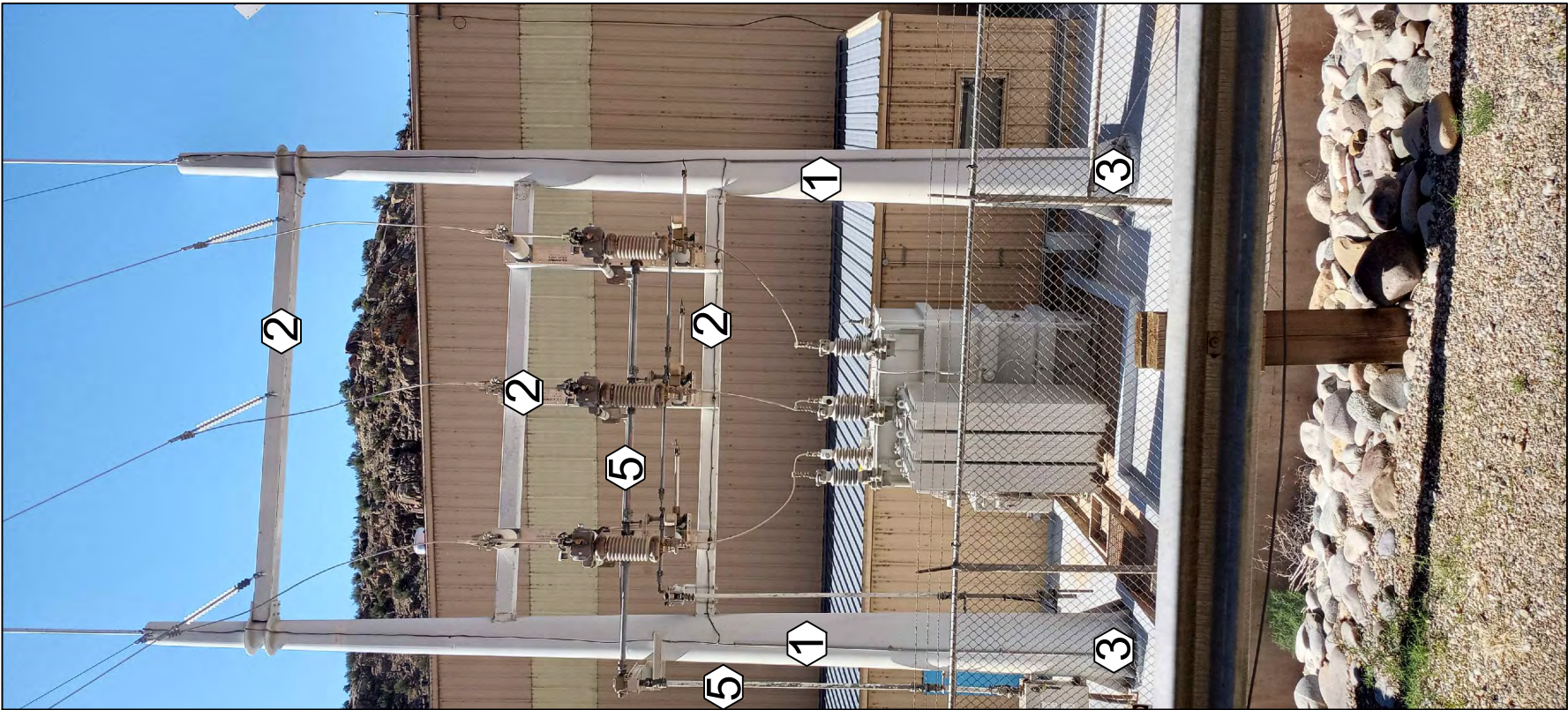
DESIGNED BY: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
SCALE: \_\_\_\_\_

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REVISION DESCRIPTION					

SHEET  
4



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GENERAL NOTES

1. REFER TO SHEET 6 FOR MEASUREMENTS AND DIMENSION OF STRUCTURES
2. TRANSMISSION LINE WILL BE DE-ENERGIZED DURING PAINTING


KEYED NOTES

- ① SURFACE PREPARATION AND APPLY COATING TO VERTICAL STEEL POLES
- ② SURFACE PREPARATION AND APPLY COATING TO HORIZONTAL STRUCTURE STEEL MEMBERS AND SWITCH MOUNTS
- ③ SURFACE PREPARATION AND APPLY COATING TO BASE PLATE & ANCHOR BOLTS
- ④ SURFACE PREPARATION AND APPLY COATING TO PT TRANSFORMER MAST
- ⑤ CONTRACTOR SHALL PERFORM INSPECTION AND MAINTENANCE OF THE EXISTING OVERHEAD SWITCH. MAINTENANCE ON SWITCH SHALL BE PERFORMED PER THE MANUFACTURES RECOMMENDATIONS. SWITCH LITERATURE AND CUT SHEETS WILL BE PROVIDED AT PRE-PROPOSAL MEETING

PAINT SPECIFICATION(S)

1. All coatings shall be applied per the paint manufacturer's recommendations.
2. Surface Preparation
  - All surfaces shall be scuffed with fine grain sandpaper, then SSPC-SP WJ-4 Waterjet Cleaning of Metals-Light Cleaning:
  - Remove all visible oil, grease, dirt, dust, loose mill scale, loose rust and other corrosion products, and loose coating. Any residual material shall be tightly adhered to the metal substrate and may consist of randomly dispersed stains of rust and other corrosion products or previously applied coating, tight adherent thin coatings, and other tightly adherent foreign matter.
  - Where bare metal is exposed and corroded and pitted SSPC-SP11 Power-Tool Cleaning to Bare Metal.
3. Primer
  - 1 Coat: Sherwin Williams - Macropoxy® 646 Fast Cure Epoxy or engineer approved equal. Apply 5 to 10 mils Dry Film Thickness.
4. Finish Coat
  - 2 Coats: Sherwin Williams - SHER-LOXANE 800 or engineer approved equal. Apply 10 mils Dry Film Thickness (total of 2 coats combined).

INCORPORATED COUNTY  
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UTILITIES  
1000 CENTRAL AVE., SUITE 130  
LOS ALAMOS, NEW MEXICO 87544  
(505) 662-8333 FAX: (505) 662-8005



LOS ALAMOS  
Department of Public Utilities

ABIGUJILU HYDROELECTRIC PLANT  
TRANSFORMER REPLACEMENT  
PROJECT  
PAINTING

DESIGNED BY:  
DRAWN BY:  
APPROVED BY:  
DATE:  
SCALE:

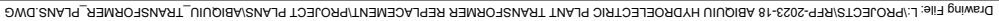
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REVISION DESCRIPTION

SHEET 5



ABIGUIN HYDROELECTRIC PLANT TRANSFORMER REPLACEMENT PROJECT	DISCONNECT SWITCH STRUCTURE DETAILS
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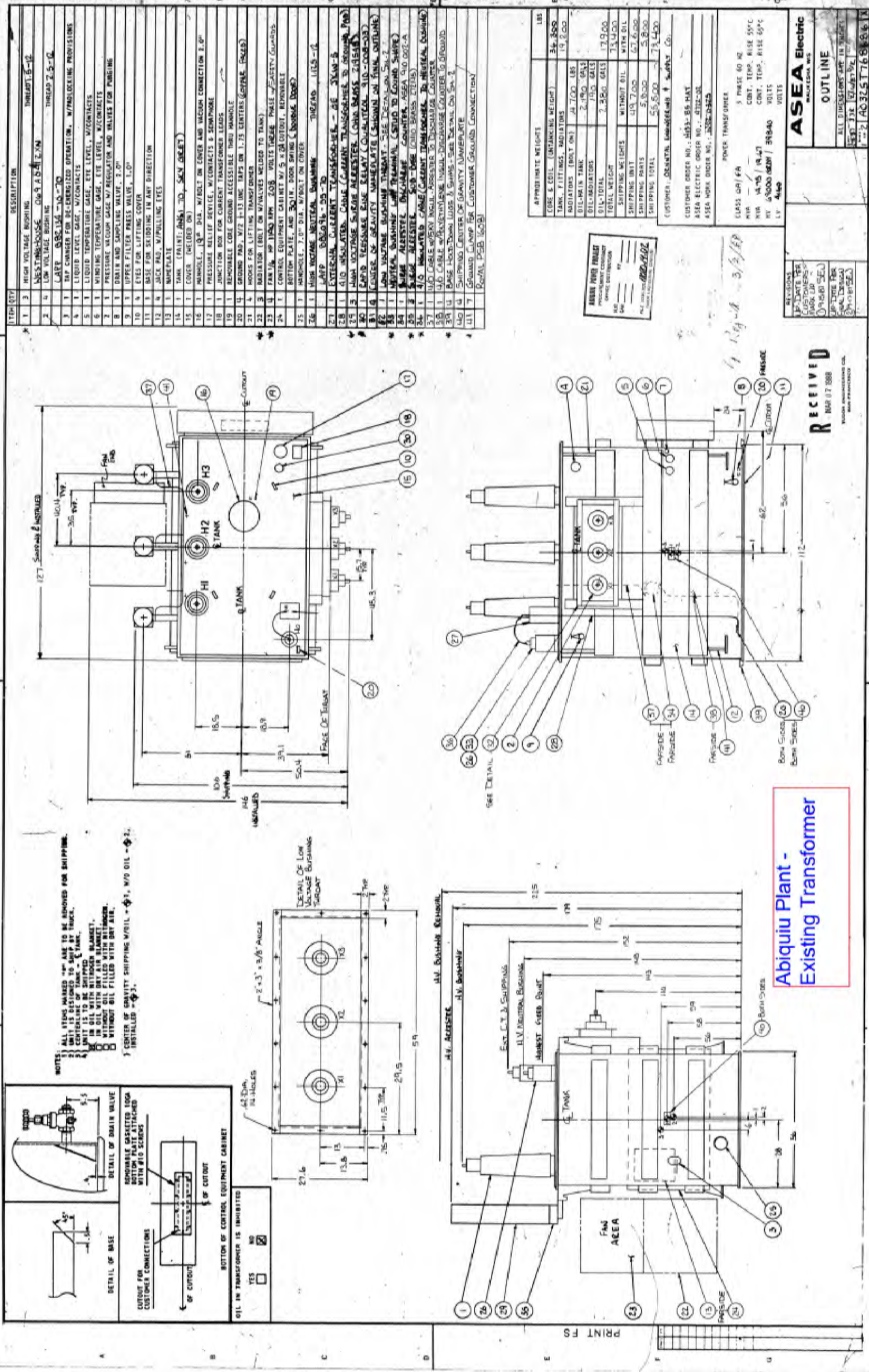




LOS ALAMOS  
Department of Public Utilities

DESIGNED BY: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
SCALE: \_\_\_\_\_

Abiquiu Plant -  
Existing Transformer







**Exhibit "D"**  
**Wage Rate Decision**  
**AGR23-18**



**LABOR RELATIONS DIVISION**

401 Broadway NE  
Albuquerque, NM 87102  
Phone: 505-841-4400  
Fax: 505-841-4424

226 South Alameda Blvd  
Las Cruces, NM 88005  
Phone: 575-524-6195  
Fax: 575-524-6194

**WWW.DWS.STATE.NM.US**

1596 Pacheco St, Suite 103  
Santa Fe, NM 87505  
Phone: 505-827-6617  
Fax: 505-827-9676

**Wage Decision Approval Summary**

1) Project Title: Abiquiu Hydroelectric plant transformer installation  
Requested Date: 08/25/2022  
Approved Date: 08/26/2022  
Approved Wage Decision Number: RA-22-2150-A

**Wage Decision Expiration Date for Bids: 12/24/2022**

2) Physical Location of Jobsite for Project:  
Job Site Address: ABIQUIU DAM CORP  
Job Site City: abiquiu  
Job Site County: Rio Arriba

3) Contracting Agency Name (Department or Bureau): Los Alamos County  
Contracting Agency Contact's Name: Casey Aumack  
Contracting Agency Contact's Phone: (505) 709-7309 Ext.

4) Estimated Contract Award Date: 11/21/2022

5) Estimated total project cost: \$250,000.00  
a. Are any federal funds involved?: No  
b. Does this project involve a building?: No  
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No  
d. Are there any other Public Works Wage Decisions related to this project?: No  
e. What is the ultimate purpose or functional use of the construction once it is completed?: replacement of existing transformer on site of hydro electric facilitie

8) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost: \$250,000.00	replacement of the transformer at abiquiu hydro electric dam





## TYPE "A" – STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2022

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	24.46	8.81
Carpenter/Lather	26.48	12.14
Carpenter- Los Alamos County	29.24	13.94
Cement Mason	17.74	7.41
Drywall Finisher/Taper	25.21	8.00
Glazier		
Glazier/Fabricator	21.00	6.45
Delivery Driver	11.50	6.45
Ironworker	27.70	17.89
Painter- Commercial	17.75	8.20
Paper Hanger	17.75	8.20
Plumber/Pipefitter	33.10	13.10
<b>Electricians- Outside Classifications: Zone 1</b>		
Ground man	24.57	11.74
Equipment Operator	35.25	16.06
Lineman	44.32	18.08
Journeyman technician	41.47	17.37
Cable Splicer	48.75	19.19
<b>Electricians-Outside Classifications: Zone 2</b>		
Ground man	24.57	11.74
Equipment Operator	35.25	16.06
Lineman	44.32	18.08
Journeyman technician	41.47	17.37
Cable Splicer	48.75	19.19
<b>Electricians-Outside Classifications: Los Alamos</b>		
Ground man	25.27	11.76
Equipment Operator	36.27	16.09



Lineman	45.47	18.36
Journeyman technician	42.41	17.60
Cable Splicer	49.59	19.40
<b>Laborers</b>		
Group I	14.79	6.93
Group II	15.29	6.93
Group III	16.79	6.93
Group IV	17.29	6.93
<b>Operators</b>		
Group I	19.93	6.74
Group II	20.92	6.74
Group III	21.02	6.74
Group IV	21.14	6.74
Group V	21.24	6.74
Group VI	21.44	6.74
Group VII	21.61	6.74
Group VIII	21.92	6.74
Group IX	29.87	6.74
Group X	33.32	6.74
<b>Soft Floor Layers</b>	20.75	8.45
<b>Truck Drivers</b>		
Group I-IX	17.65	8.72

NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US). Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at [www.dws.state.nm.us](http://www.dws.state.nm.us).



LABOR RELATIONS DIVISION  
401 Broadway NE  
Albuquerque, NM 87102  
Phone: 505-847-4400  
Fax: 505-841-4434

WWW.DWS.STATE.NM.US

## PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the state of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

### Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

### General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, to the contracting agency within 3 (three) days of award.
- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.



**LABOR RELATIONS DIVISION**  
401 Broadway NE  
Albuquerque, NM 87102  
Phone: 505-841-4400  
Fax: 505-841-4424

[WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US)

### Subcontractor

- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

### Additional Information

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

### CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at [public.works@state.nm.us](mailto:public.works@state.nm.us) or call (505) 841-4400.

**Exhibit "E"**  
**AGR23-18**  
**Gardner Zemke Company**  
**Administrative Forms**

**Performance Bond**



**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 will 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 Number: AGR23-18

Gardner Zemke Company – Installation of New Transformer at the Abiquiu Hydroelectric Plant

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 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 counterparts, each one of which shall be deemed as an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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 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 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 Agreement described as follows:

Incorporated County of Los Alamos

Agreement Number: AGR23-18

Gardner Zemke Company – Installation of New Transformer at the Abiquiu Hydroelectric Plant

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

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 \_\_\_\_\_, 2022.

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.

**Notice to Proceed**

Date: \_\_\_\_\_

To: \_\_\_\_\_

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

Incorporated County of Los Alamos

Agreement Number: AGR23-18

Gardner Zemke Company – Installation of New Transformer at the Abiquiu Hydroelectric Plant

You are notified that the Contract time under the above contract will start on \_\_\_\_\_, 2022. By that date you are to start performing your obligations under the Contract. You are required to return an acknowledged copy of this Notice to Proceed to the County's Designee before commencing any work and meet all other requirements of the Contract. The date of Substantial Completion of all work is therefore \_\_\_\_\_, 2022, and Final Completion of all work is therefore \_\_\_\_\_, 2022.

Incorporated County of Los Alamos

\_\_\_\_\_  
Philo S. Shelton, III P.E.

Utilities Manager



**INCORPORATED COUNTY OF LOS ALAMOS  
CERTIFICATE OF SUBSTANTIAL COMPLETION**



**Date of Issuance:** \_\_\_\_\_

Agreement No. – AGR23-18

Gardner Zemke Company – Installation of new Transformer at the Abiquiu Hydroelectric Plant

**Contractor:** \_\_\_\_\_

**Engineer:** \_\_\_\_\_

**This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:**

**TO:**

\_\_\_\_\_  
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of County, Contractor and Engineer and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

\_\_\_\_\_  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents.

**Certificate of Substantial Completion**  
**(Page 2 of 2)**

**This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents.**

Executed by County Project Manager on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
County Project Manager

By: \_\_\_\_\_  
(Authorized Signature)

County accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
County

By: \_\_\_\_\_  
(Authorized Signature)

Contractor accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
(Authorized Signature)

## Change Order

Change Order No.: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

Name of Project: **Incorporated County of Los Alamos**

### Contractor:

**The following changes are hereby made to the Contract Documents:**

JUSTIFICATION:

### CHANGE TO CONTRACT PRICE:

Original Price \$ \_\_\_\_\_

Current Contract Price adjusted by previous Change Order \$ \_\_\_\_\_

The Contract Price due to this Change Order will be (\_\_\_\_\_) by: \$ \_\_\_\_\_

The new Contract Price, including this Change Order will be \$ \_\_\_\_\_

### CHANGE TO CONTRACT TIME:

### FINAL COMPLETION

Original Contract Time \_\_\_\_\_calendar days.

Current Contract time adjusted by previous Change Order(s) \_\_\_\_\_calendar days.

The Contract Time will be (\_\_\_\_\_) by \_\_\_\_\_calendar days.

New Contract Time including this Change Order will be \_\_\_\_\_calendar days.

The date for completion of all work will be \_\_\_\_\_(Date)

**APPROVALS REQUIRED:**

To be effective, this order must be approved by the Utilities Manager; or the Los Alamos County Council if the contract modification, change order, or contract price adjustment exceeds the funding budgeted and specifically appropriated for this project, or as may otherwise be required by the General Conditions.

The adjustment in Contract price and/or Contract time stated in this Change Order shall constitute the total price and/or time adjustment due or owed the Contractor for the work or changes ordered by the Change Order. By executing the Change Order, the Contractor acknowledges and agrees that the stipulated price and/or time adjustments represent full compensation for all adjustments in the cost or the time required to perform the Contract as a whole arising directly or indirectly from the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected work under Contract not changed by the Change Order. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in contract price and/or time, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of this Change Order constitutes an agreement between Owner and Contractor that the Change Order represents an equitable adjustment to the Contract, and that the Contractor will waive all rights to file a claim on this Change Order after it is properly executed.

Requested by Engineer: \_\_\_\_\_

Recommended by (Project Manager): \_\_\_\_\_

Approved by (Utilities Manager): \_\_\_\_\_  
Philo S Shelton, III P.E., Utilities Manager

If applicable, approved by the County Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Attest:

(County Council)

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

Title \_\_\_\_\_

## Application and Certification for Payment Part 1

### APPLICATION & CERTIFICATION FOR PAYMENT County of Los Alamos



Application Date: \_\_\_\_\_ Period From: \_\_\_\_\_ To: \_\_\_\_\_  
 Application Number: \_\_\_\_\_  
 Project: \_\_\_\_\_ Bid Number: \_\_\_\_\_  
 Contractor: \_\_\_\_\_  
 Contract Date: \_\_\_\_\_

Change Order Summary			
Change Orders approved in previous months by County		ADDITIONS	DEDUCTIONS
<b>TOTAL</b>			
Approved this Month			
Number	Date		
<b>TOTALS</b>			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all Amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the County, and that Current Payment shown herein is now due.

#### CONTRACTOR:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1. ORIGINAL CONTRACT SUM \$ \_\_\_\_\_
2. Net change by Change Orders \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE \$ \_\_\_\_\_  
(Line 1 plus line 2)
4. TOTAL COMPLETED TO DATE \$ \_\_\_\_\_  
(Column F on Cont. Sheet)
5. BALANCE TO FINISH \$ \_\_\_\_\_  
(Line 3 less Line 4)
6. PREVIOUS TOTAL COMPLETED \$ \_\_\_\_\_  
(Line 4 from prior Application)
7. SUBTOTAL OF CURRENT PAYMENT \$ \_\_\_\_\_  
(Line 4 less Line 6)
8. **N.M. GROSS RECEIPTS TAX \$ \_\_\_\_\_**  
**( \_\_\_\_\_ % of Line 7)**
9. CURRENT PAYMENT DUE \$ \_\_\_\_\_  
(Line 7 plus Line 8)

#### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on on-site observations and the data comprising the above application, the ENGINEER'S Project Manager certifies to the Owner that to the best of the ENGINEER'S Project Manager's knowledge, information and belief the Work has progressed as indicated, the quantity of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

**AMOUNT CERTIFIED: \$ \_\_\_\_\_**  
(Attach explanation if amount certified differs from the amount applied for.)

#### ENGINEER'S PROJECT MANAGER:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**Affidavit of Payment and Release of Liens**

**Affidavit of Payment and Release of Liens  
Page 1 of 2**

*See page 2 of this form for instructions regarding (A)-(H)*

**To All Whom It May Concern, To the Following I Do Solemnly Swear and Affirm:**

WHEREAS, the undersigned has been employed by (A)

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to furnish labor and materials for (B)

---

work, under a contract (C)

---

for improvement of the premises described as (D)

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in the (E) \_\_\_\_\_ County of \_\_\_\_\_,

State of New Mexico of which \_\_\_\_\_ is the County.

**NOW, THEREFORE**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for and in consideration of the sum of (F) \$ \_\_\_\_\_ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from County, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which County or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

**Affidavit of Payment and Release of Liens**

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**EXCEPTIONS:(G)**

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**INSTRUCTIONS:**

1. Person or firm with whom you agreed to furnish either labor, or services, or materials, or both. (A)
2. Fill in the nature and extent of work; strike the word labor or the materials if not in the contract. (B)
3. Identify contract(s) by number, description, and extent of work. (C)
4. Describe improvements and location of the premises to exclude all others. (D)
5. Name community, such as City of \_\_\_\_\_, Village of \_\_\_\_\_, or Unincorporated Area known as \_\_\_\_\_. (E)
6. Amount shown should be the amount received and equal to the total adjusted contract. (F)
7. If none, write "None". If required by County, Contractor shall furnish bond satisfactory to County for each exception. (G)
8. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing affidavit should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate as partner. (H)

(H) \_\_\_\_\_  
(Name of sole ownership, corporation or partnership)

\_\_\_\_\_  
(Signature of Authorized Representative)

TITLE: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_