



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 **Dub-L-EE, LLC**, a New Mexico limited liability corporation ("Contractor"), to be effective for all purposes November 16, 2022 ("Effective Date").

WHEREAS, the County has a Department of Public Utilities ("DPU") created to serve the citizens of the County; and

WHEREAS, DPU provides potable water services, wastewater collection and treatment, electrical production and distribution services, and natural gas distribution services (collectively "utility services"); and

WHEREAS, many of these utility services are regulated by state and federal regulatory agencies and departments and which require a minimum level of utility service protection such as immediate response to natural gas, water and wastewater collection and distribution systems; and

WHEREAS, there is currently a shortage of qualified and certified staffing for many of the County's utility services; and

WHEREAS, DPU, similar to other public and private utility providers across the State and nation, is experiencing insufficient levels of trained and certified staffing which may lead to delays in responding to water, gas or sewer-related projects and which may cause leaks, spills, and potential gas explosions; and

WHEREAS, the County and DPU, to meet regulatory mandates and laws, must have emergency on-call contractor services available to avoid the threats to the public health, welfare or safety; and

WHEREAS, the County needs additional time to initiate a competitive solicitation and award one or more longer-term contracts for such critical services; and

WHEREAS, the County's 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) General.

- a) Contractor shall timely supply on-call gas, water, and sewer utilities construction, installation, maintenance, repair and replacement work to the County on an as-needed basis (hereafter "Services") during the term of the Agreement and at the prices listed in Exhibit "A," attached hereto and made a part hereof for all purposes. County reserves the right, at its sole discretion, to separately quote or bid any construction project pursuant to the provisions of this Agreement. Contractor shall supply all materials, including but not limited to, personal protective equipment ("PPE") and Occupational Safety and Health Administration ("OSHA") required equipment and supplies, construction materials, and specialty rental equipment necessary to complete the Services in accordance with the Compensation Rate Schedule (Exhibit "A").
- b) The Services shall be conducted in compliance with Department of Public Utilities ("DPU") construction standards, at: <https://ladpu.com/ConstructionStandards>, and DPU rules and regulations, at: <https://www.losalamosnm.us/government/departments/utilities>, the manufacturer's requirements, industry standards, and applicable local, state and federal codes and laws, and by workers trained and properly licensed to perform the Services. Contractor shall be responsible for obtaining any and all permits required for the Services.
- c) All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed and disposed of at an approved waste disposal site at the costs to the Contractor. Contractor shall protect staff and the public from the work.

2) Task Orders.

- a) The County's Project Manager ("Project Manager") shall request the Services of Contractor for individual or multiple projects through a Request for Quote(s). Each Request for Quote shall identify the work and Services to be performed and a timeline for Project completion. A Request for Quote may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample task order is provided in Exhibit "B, " Sample Task Order, attached hereto and made a part hereof for all purposes. The County's Project Manager shall address the following items for each Request for Quote, including but not limited to the following:
 - i) Proposed Project Scope.
 - ii) User impacts, if any.
 - iii) Phasing of Work.
 - iv) Utility interruptions.
 - v) Permits that may be required. (Ultimate compliance with permitting requirements lies with Contractor.)
- b) Upon the County's issuance of a Request for Quote, Contractor shall provide a written, itemized Quote for the task(s), work, and/or services requested by Project Manager ("Quote"), within fifteen (15) working days of receipt of the request. The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Task Order. Contractor's Quote shall address each of the items noted above in Section A(2)(a) and other items as deemed necessary for County's consideration. Cost shall conform to the rates detailed in Exhibit "A." Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager.

Preparation and work performed to prepare each of the proposals and quotes shall be considered as incidental to this Agreement and not compensable.

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

3) Pay of Prevailing Wages and Bond Requirements.

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

Order. The bond shall be in an amount equal to 100 percent of the price specified in the individual Task Order.

SECTION B. TERM: The term of this Agreement shall commence November 16, 2022, and shall continue through November 15, 2023, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). 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, per the completion of the Approved Task Order or monthly, whichever is sooner, invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

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

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for

hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

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

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

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

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. 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 L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. 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 N: VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: The County and the Contractor 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.

SECTION O: 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, the County and the Contractor irrevocably agree that a court shall determine all issues of law and fact with a jury trial being expressly waived.

SECTION P. 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 Q. FORCE MAJEURE:

As used in this Agreement, the term "Force Majeure Event" shall mean the occurrence of an unforeseeable event beyond the reasonable control of the Party affected that results in the failure or delay by such Party of some performance hereunder including, but not limited to: war, terrorism, severe weather conditions, strikes, labor disputes, and epidemic or pandemic disease or condition and any order or decree by a government authority related or in response thereto. In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, the Party's whose performance hereunder is adversely affected by a Force Majeure Event will exercise all commercially reasonable efforts to mitigate or limit the failure or delay caused by the Force Majeure Event. Such party shall, within ten (10) days from the occurrence of a Force Majeure Event that will, or is reasonably likely to, affect a Party's performance of its duties hereunder, give the other Party written notice and detailed explanation of such Force Majeure Event and the resulting failure or delay in the affected Party's performance.

If such Party shall has used all commercially reasonable efforts to mitigate the Force Majeure Event's effects and has provided notice pursuant to the Agreement, the time for performance shall be excused or extended for the period of the delay. Regardless of the Force Majeure Event, if such Party is not able to perform within 30 days of such event, the other Party may terminate this Agreement, or an issued and approved Task Order, without the application of penalties. No obligation or liability of either Party which became due or arose before the occurrence of a Force Majeure Event shall be excused as a result of the occurrence of the Force Majeure Event.

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

SECTION S. 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 T. 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 U. 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. In the event the County fails to comply with any material provision of this Agreement, Contractor has the right, in addition to any or all other remedies available at law or at equity, all of which shall be cumulative, to suspend its performance upon five (5) days' written notice to the County and, if the County's default is not cured within ten (10) days after the commencement of such suspension, to terminate this Agreement upon an additional fifteen (15) days' written notice to the County. Upon such termination by Contractor, the County shall pay to Contractor such amounts as Contractor would have been entitled to receive in the event of a termination by the County.
3. **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 V. 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:

Utilities Manager
Incorporated County of Los Alamos
1000 Central Avenue
Los Alamos, New Mexico 87544
Email : philo.shelton@lacnm.us

Contractor:

Edward Saiz
Dub-L-EE, LLC
98 Highway 66 East
Albuquerque, New Mexico 87123
Email : esaiz@dublee.com

With a copy to:

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

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

SECTION Y. 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 Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "D." Contractor must submit this form with this Agreement, if applicable.

SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement and individual Request for Quotes, Quotes, and Approved Task Orders, may be signed by electronic signature.

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

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: _____
PHILO P. SHELTON III **DATE**
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

DUB-L-EE, A NEW MEXICO LIMITED LIABILITY CORPORATION

BY: _____
EDWARD SAIZ **DATE**
PRESIDENT

Exhibit "A"
Compensation Rate Schedule
AGR23-917

Materials Costs & Specialty Equipment Rental:

Materials shall be paid at invoice cost from the vendor/supplier with applicable hourly rates for administrative/invoice processing costs as identified below.

Specialty rental equipment (excluding small tools) to be paid at Contractor's rental cost with a \$100.00 per invoice processing fee.

Subcontractors:

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

| Administrative/Invoice Fee/Hourly Rates | Year 1 |
|--|---------------|
| Material Administrative Processing Cost – Per Invoice | \$100.00 |
| Subcontractor Administration Processing Cost – Per Invoice | \$100.00 |

| Labor Classification* | Year 1 |
|---|-----------------|
| Supervisory Group | |
| Project Manager <u>w/truck</u> | \$78.00 per/hr. |
| Superintendent w/truck | \$75.00 per/hr. |
| Foreman w/truck | \$70.00 per/hr. |
| Safety Manager w/truck | \$60.00 per/hr. |
| | |
| Non-Supervisory Group | |
| Laborer | \$34.20 per/hr. |
| Skilled | \$41.80 per/hr. |
| Specialty | \$47.50 per/hr. |
| Per Diem | |
| Per Diem: rates will be charged according to the GSA Site - https://www.gsa.gov/travel/plan-book/per-diem-rates | |

***Hours in excess of 40 hours will be paid at 1.5 of the stated rates.**

**Exhibit "A,"
Compensation Rate Schedule
AGR23-917**

| Equipment Classification | |
|--|------------------|
| Track Excavator w/operator (CAT 200 Class & Smaller) | \$125.00 per/hr. |
| Backhoe w/operator | \$98.00 per/hr. |
| Water Truck w/driver | \$60.00 per/hr. |
| Mini Excavator w/operator (CAT 304 Class & Smaller) | \$105.00 per/hr. |
| Non-Destructive Pothole Machine | \$220.00 per/hr. |
| Arc Welding Truck w/ welder | \$110.00 per/hr. |
| Compressor w/accessories | \$30.00 per/hr. |
| Loader w/operator | \$105.00 per/hr. |
| Utility Truck ¾ ton | \$39.00 per/hr. |
| Trencher w/operator | \$64.00 per/hr. |
| Pipe Trailer | \$28.00 per/hr. |
| Dump Truck w/ driver | \$85.00 per/hr. |
| Skid steer w/operator | \$85.00 per/hr. |
| Utility Truck 1-Ton | \$42.00 per/hr. |
| Shoring (OSHA APPROVED) | \$27.50 per/hr. |
| Enclosed Utility Trailer | \$15.00 per/hr. |

**Exhibit "A,"
Compensation Rate Schedule
AGR23-917**

Fuel Surcharge Adjustment Table

Effective August 29, 2022, the base fuel cost shall be based on a \$4.9272 per gallon diesel fuel cost, and \$4.020 for gasoline. For any monthly variance (increase or decrease) greater than \$0.25 after August 29, 2022, as determined by the U.S. Energy Information Administration (US EIA), U.S. On-Highway Diesel Fuel Prices for the Rocky Mountain Region reported weekly on Tuesdays, increases exceeding \$0.25 change over the prior period will result in a Fuel Surcharge Adjustment, calculated based on a percentage of the cost of fuel for the round-trip haul portal to portal for mobilization. The percentage applied to the cost of fuel is detailed below. Effective July 11, 2022, each whole \$0.25 change over \$4.00 will result in a fuel surcharge of increasing percentages. Fuel costs corresponding to the ranges listed below shall apply to the cost of fuel for a given trip. Contractor shall provide evidence of the actual rate of fuel paid for each trip when billing the fuel surcharge, failure to do so shall result in no fuel surcharge being applied.

Should the cost of fuel decrease, the applicable percentage for the corresponding fuel cost range shall apply. Should fuel costs fall below the \$4.00 base fuel cost, no fuel surcharge shall apply.

For example, the current fuel price per the US EIA Rocky Mountain on May 2, 2022, of \$5.41 with a reported round trip actual fuel expense of \$779.04, the 16% fuel surcharge would apply, based on the fuel price range of \$5.25 - \$5.49. The resulting fuel surcharge would be the validated actual fuel expense of \$779.04, multiplied by the Surcharge Percentage 0.16 resulting in \$124.65. The fuel surcharge of \$124.65 would then be added to the contracted trip charge of \$1,350.00, for a total invoiced trip charge of \$1,474.65.

| Fuel Cost | Surcharge Percentage |
|------------------|-----------------------------|
| Less than \$4.00 | 0% |
| \$4.00-\$4.24 | 6% |
| \$4.50-\$4.49 | 8% |
| \$4.50-\$4.74 | 10% |
| \$4.75-\$4.99 | 12% |
| \$5.00-\$5.24 | 14% |
| \$5.25-\$5.49 | 16% |
| \$5.50-\$5.74 | 18% |
| \$5.75-\$5.99 | 20% |
| \$6.00-\$6.24 | 22% |
| \$6.25-\$6.49 | 24% |
| \$6.50-\$6.74 | 26% |
| \$6.75-\$6.99 | 28% |

**Exhibit "A,"
Compensation Rate Schedule
AGR23-917**

Other Costs and Charges:

Fuel surcharge for equipment ("burn rate")

Small equipment will be calculated at 3.9 gallons per hour. Large equipment will be calculated at 8.9 gallons per hour. Small equipment shall be defined as mini-excavator, backhoes, and rollers. Large equipment shall be defined as loader, vactor, excavator 200 class and smaller.

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

| Task Orders Amount (less GRT) | Mobilization Charge |
|--------------------------------------|----------------------------|
| Less than \$25,000 | 10% of Task Order Value |
| \$25,000 to \$50,000 | 10% of Task Order Value |
| >\$50,000 to \$75,000 | 10% of Task Order Value |
| >\$75,000 to \$100,000 | 10% of Task Order Value |
| >\$100,000 to \$150,000 | 10% of Task Order Value |
| >\$150,000 to \$200,000 | 10% of Task Order Value |
| >\$200,000 to \$250,000 | 10% of Task Order Value |
| >\$250,000 to \$300,000 | 10% of Task Order Value |
| >\$300,000 to \$350,000 | 10% of Task Order Value |
| >\$350,000 to \$400,000 | 10% of Task Order Value |
| >\$400,000 to \$450,000 | 10% of Task Order Value |
| >\$450,000 to \$500,000 | 10% of Task Order Value |
| >\$500,000 and beyond | 10% of Task Order Value |

Exhibit "B"
AGR23-917
Sample Task Order

COUNTY OF LOS ALAMOS UTILITIES DEPARTMENT

Contractor Name
SERVICES AGREEMENT: AGRXX-XXX

Task Order No.: X

Date Prepared: *Month, Day, Year*

Task Order Project Title: Name

Job Cost #: ~~XX-####~~ *This is a DPU completed value telling admin where to charge the cost.*

Task Order DPU Project Manager: Name *This is a DPU item for identifying the DPU project manager.*

Phone: (###) ###-####

Email: name@lacnm.us

Task Order ASW Contact: Name

Phone: (###) ###-####

Email: name@lacnm.us

Scope of Work:

This is usually a list of line items from the contract or new items required specific to the individual task. In a spreadsheet / table format similar to the "Total Cost" spreadsheet below.

Start Work Date: ####/####/####

Complete Work By: ####/####/####

Estimated Total Cost: (not to exceed amount): \$ 0.00
GRT: \$ 0.00
Final Estimate: \$ 0.00

| | | | |
|---|---------|-----|---------|
| Current Agreement Total Value | \$ | GRT | \$ 0.00 |
| Total Value of all Task Orders to date, including this task order | \$ 0.00 | GRT | \$ 0.00 |
| Remaining Agreement Total Value | \$ | GRT | \$ 0.00 |

Exhibit "B"
AGR23-917
Sample Task Order

SIGNATURES

DPU Project Manager Date

Name: _____
 Print

Contractor Date

Name: _____
 Print

DPU Deputy or Manager Date

Name: _____
 Print

NOTE: Deputy Manager can sign for up to \$25,000.00. Utilities Manager must sign for over \$25,000.00. Board of Public Utilities must approve for over \$50,000.00. County Council must approve for over \$200,000.00.

REMINDERS:

- 1) Task Orders which meet or exceed the then current prevailing wage threshold require a Wage Rate Decision.
- 2) Task Orders in excess of the state prevailing wage threshold, the following bonds or security shall be delivered to the county and shall become binding on the parties upon the execution of the Task Order:
 - (1) A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent of the price specified in the Task Order; and
 - (2) A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the county, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Task Order. The bond shall be in an amount equal to 100 percent of the price specified in the Task Order.

Exhibit "C"
AGR23-917
Sample Payment Bond and Performance Bond



LOS ALAMOS

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

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

Incorporated County of Los Alamos
Agreement No. – AGR23-913
Southwest Hazard Control On-Call
Abatement

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

Performance Bond Continued

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

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

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

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

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

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

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

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

CONTRACTOR AS PRINCIPAL:

By: _____

Print Name: _____

Title: _____

ATTEST: _____

SURETY:

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Payment (Labor and Materials) Bond



LOS ALAMOS

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

Bond No. _____

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

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

WHEREAS, Contractor has agreed to enter into the Contract AGR23-913
Incorporated County of Los Alamos
Agreement No. – AGR23-913
Southwest Hazard Control On-Call
Abatement

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

Exhibit "D"
AGR23-917
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:
(a) a prospective contractor, if the prospective contractor is a natural person; or
(b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a ☐ member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Denise Derkacs; Melanee Hand; David Izraelevitz; Keith Lepsch; David Reagor; Randal Ryt; and Sara Scott.)

| | | | |
|--|------------------------------------|-----------------------------------|------------------------------------|
| Contribution Made By: | | | |
| Relation to Prospective Contractor: | | | |
| Name of Applicable Public Official: | | | |
| Contribution(s) Date(s) | Contribution Amount(s): | Nature of Contribution(s): | Purpose of Contribution(s): |
| | \$ | | |
| | \$ | | |
| | \$ | | |
| | \$ | | |
| | \$ | | |

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

| | |
|--------------------------|--|
| <input type="checkbox"/> | CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions. |
| <input type="checkbox"/> | NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative. |

Signature

Date

Title (position)