



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 **Sanbros Corporation**, a New Mexico corporation ("Contractor"), to be effective for all purposes March 19, 2020.

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 20-16 (the "RFP") on October 13, 2019, requesting proposals for On-Call Electrical Contractor Services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated November 5, 2019 ("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 March 18, 2020; 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. Contractor, a licensed electrician, shall provide on-call Services as described during emergency situations which may arise during County's advanced metering infrastructure (AMI) electrical meter change-out process. Contractor shall coordinate with Department of Public Utilities' (DPU) Electrical Engineering Manager and Project Manager on all Services.
2. **Call Out Procedure.** When County determines the existing electrical meter is non-National Electric Code (NEC) compliant, County shall call out Contractor to provide Services. County shall contact Contractor by phone or text message to initiate the call out. Contractor shall make all reasonable efforts to arrive on-site at address stipulated by County within four (4) hours, which may occur after normal business hours, at no additional cost.
3. **Meter Base Repair Services.** Meter base repair Services shall include, at a minimum, all labor, equipment, parts, materials, and supplies to replace an electrical meter base on residential meter installations in order to make the residential meter NEC compliant. Services shall be invoiced as described in Exhibit "A", Rate Schedule, Items 1 and 5, when work is for the meter base repair only. Meter base repair shall include all repairs up to and including completion of the meter base and its contents, including all box connections and attachment to the structure. Meter base repair shall also include conductor termination and grounding, and any additional conductor required to complete termination.

4. **Work Beyond the Meter Base Repair.** When work is required beyond the meter base repair, compensation shall be at the rate described in Exhibit "A", Rate Schedule, Items 2 through 5.
5. **Work Process.** Upon call out, or arrival at the residential home, Contractor shall assess the equipment and supplies necessary, discuss and obtain approval with the County Project Manager or the County Electrical Engineering Manager or their designee. It is the responsibility of Contractor to submit any necessary permit applications, obtain approvals, call for and schedule inspections, and conduct any remedial actions required by the State of New Mexico Construction Industries Division (CID). Contractor shall notify the County Electrical Engineering Manager when approval has been received from CID. Contractor shall provide copies of all applications, submittals, and approvals from CID as supporting documentation per invoice.
6. **Additional Work.** Contractor shall also, upon request by County, assist DPU staff in providing emergency service to customers while work on the meter bases is being completed. County Project Manager or County Electrical Engineering Manager shall confirm authorization of Additional Work by text message or email. This additional Work shall be compensated based on the rates described in Exhibit "A", Rate Schedule, Items 2 through 5.
7. **Reporting of Residential Customer-Side Issues.** Contractor shall report any residential customer-side issues or concerns to County Project Manager.
8. **Standards for Equipment, Parts, Materials and Supplies.** All equipment, parts, materials and supplies to be installed shall meet industry standard certifications.
9. **Documentation Requirements.** Contractor shall maintain documentation which includes date and time of when Services were performed, as well as a copy of the state permit. Every invoice shall include the address of the residence where Services were performed and a copy of the state permit. Every invoice shall also include a copy of a completed "Electrical Meter Damage Report" as provided in Exhibit "B" of this Agreement.
10. **Requirements for certification and bonding.** Contractor shall maintain state certification during the term of this Agreement and shall report any complaints filed against him at CID. Contractor shall maintain all state required bonding throughout the term of this Agreement.

SECTION B. TERM: The term of this Agreement shall commence March 19, 2020, and shall continue through March 18, 2024, 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 ONE HUNDRED NINETY-NINE THOUSAND DOLLARS (\$199,000.00), 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 weekly 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 will 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 the 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 will 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 exceeds 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 the 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 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 will 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; TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS

(\$2,000,000.00) annual 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. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

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

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

SECTION P. 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 Q. 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 will 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 R. TERMINATION:

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the 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 S. 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:

Project Manager, Dept. of Public Utilities
Incorporated County of Los Alamos
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544

Contractor:

David J. Sanchez, President
Sanbros Corporation
Post Office Box 1077
Alcalde, New Mexico 87511

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

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

SECTION V. WARRANTY/GUARANTY: Contractor warrants work and materials for a period of one (1) calendar year from the time of installation. Equipment with longer warranties shall transfer, where applicable by law, to the homeowner.

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 S. SHELTON, III, P.E. **DATE**
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

SANBROS CORPORATION, A NEW MEXICO
CORPORATION

BY: _____
DAVID J. SANCHEZ **DATE**
PRESIDENT
NM LICENSE #91306

EXHIBIT "A"
RATE SCHEDULE

Applicable NMGRS should be added to invoice and is in addition to prices shown. Prices are inclusive of all printing and reproduction costs which may be incurred by Contractor.

	BASE PRICE/RESIDENCE	LINE ITEM PRICE	QUANTITY	TOTAL COST
ITEM 1	Base price per residence. Includes permit cost. Assumes installation of a new meter base, all hardware, profit and overhead. Performed in accordance with all applicable laws and regulations, which will meet all codes and inspection requirements. Meter base repair shall include all repairs up to and including complete of the meter base and its contents, including all box connections and attachment to the structure. Meter base repair shall also include conductor termination and grounding, and any additional conductor required to complete termination.	\$2000.00	LUMP SUM	\$2000.00
	ADDITIONAL WORK			
ITEM 2	Electrician's hourly rate if additional wiring, excavation, conduit, or other code-required appurtenances are needed. This item 2 is applicable when work is required beyond the meter base repair as described in item 1 above.	\$130.00	NUMBER OF HOURS TO BE DETERMINED AT TIME OF JOB	
ITEM 3	Cost of Additional Wiring, Conduit, and other Parts, Materials and Supplies when Additional Work is required (as described in ITEM 2 above). This ITEM 3 is applicable when work is required beyond the meter base repair. Must be approved by County Project Manager or County Electrical Engineering Manager prior to installation.		QUANTITIES TO BE DETERMINED AT TIME OF JOB AND CLEARLY DESCRIBED ON INVOICE	
ITEM 4	Overhead and profit when items 2 & 3 are required		10%	
ITEM 5	Trip charge per day for all service performed in a 24-hour day. Upon prior written authorization by County Project Manager, by text message or email, a second trip charge per day may be charged.	\$300.00	LUMP SUM	\$300.00

EXHIBIT "B"

Electrical Meter Damage Report

Date: _____ Time of Outage: _____

Address: _____

Meter Serial Number _____

Meter Type: (Overhead, Underground, Pedestal)

Installer Name: _____

Utility Call Out Time: _____

Crew in response: _____

Cause:

	Meter Jaw Failure
	Lug Connection Failure
	Broken Hardware or Base
	Attachment to Structure
	Weather Head Damage (Includes Riser Connection)
	Conduit to Underground Source (Includes Pipe Connection)
	Grounding Connection or Conductor Damage
	Unknown

Contractor Call Out Time: _____

Contractor Response Time: _____

Contractor Assessment of Repair and Actions Taken:

Time Repair Complete: _____

Notes: _____
