



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 **Stantec Consulting Service, Inc.**, a New York corporation ("Consultant"), to be effective for all purposes June 28, 2017.

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 Qualifications No. 17-37 ("RFQ") on February 19, 2017, requesting proposals for a Geographic Information System and Asset Management Upgrade, as described in the RFQ; and

WHEREAS, Consultant timely responded to the RFQ by submitting a response dated March 16, 2017 ("Consultant's Response"); and

WHEREAS, based on the evaluation factors set out in the RFQ, Consultant was the successful Offeror for the services listed in the RFQ; and

WHEREAS, this Agreement was approved at a Department of Public Utilities Board meeting held on June 21, 2017, and by the County Council public meeting held on June 27, 2017; and

WHEREAS, Consultant will 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 AND DELIVERABLES: Upon County's request, Consultant shall provide the following services on a Task Order basis and as specified below. Task schedules, price, and completion dates have been provided by Consultant for Year 1, as outlined in Exhibits "A" and "B" attached hereto and incorporated herein.

1. Year 1 Services. Consultant shall provide the following services during year 1 of the Agreement:

A. TASK 1: DATA COLLECTION AND EVALUATION. Consultant will meet with County's Department of Public Utilities ("DPU") staff and collect available data as related to utility assets contained within the Geographic Information System ("GIS"). Data will be inventoried and assessed for completeness. Consultant will prepare a technical memo and provide a presentation to DPU on the results of the existing data assessment. Consultant will make formal recommendations as to the validity of existing GIS data. Consultant will present the data to DPU staff in a workshop and help determine further actions. Actions may include at minimum archiving, merging, find record drawings, etc.

B. TASK 2: GEODATABASE DESIGN

1. After evaluating existing data and soliciting DPU staff feedback, Consultant will design a geodatabase that will house all the Feature Class/GIS Layers agreed upon between Consultant and DPU. Examples of the minimum required layers are provided in Exhibit "C". Consultant will work with DPU staff to illustrate and explain the different aspects of the draft schema and the implications of design options as they relate to data maintenance and reporting functionality.

2. Consultant will provide draft schema diagrams for DPU staff to review. DPU will then provide comments on the draft schema diagrams for review and inclusion, where appropriate, by Consultant. Based on DPU review comments, a final geodatabase design will be presented to DPU by Consultant. The geodatabase design will incorporate, at a minimum, the following criteria/elements:

- a. Geodatabase Schema for DPU GIS
- b. Domains (picklists)
- c. Unique Facility Identifiers (based on GIS Unique ID nomenclature)
- d. Service line connections (main and home)
- e. Appropriate topology and connectivity for flow modelling including, but not limited to:
 - i. Main splits
 - ii. Fitting placement
 - iii. Hydrant connectivity
 - iv. Service connection connectivity
 - v. Direction to digitize
- f. Use of related tables
- g. Federal Geographic Data Committee ("FGDC") compliant Metadata

3. At a minimum, the following new feature classes will be created and added into the geodatabase design by Consultant as follows:

- a. Water Distribution (DW), Water Production (WP), and Non-Potable (NP) Hydrants
- b. DW, WP, Gas Distribution (GA) and Wastewater Collection (WC) Main Pipe Breaks
- c. DW, WP, GA Delivery/Service Pipe Breaks
- d. DW, WP and GA Leak Survey Locations (Surveys & Leaks Found)
- e. DW, WP and GA Valve Exercise Survey
- f. WC Overflow Events
- g. WC Main Pipe Blockages
- h. WC Collection/Service Pipe Blockages
- i. WC Video Inspection Survey
- j. WC Main Pipe Cleaning/Flushing
- k. WC Homes Below Grade
- l. DW and GA Pressure Zones

4. Exhibit "C" contains a list of all anticipated layers that will be in the new Consultant developed geodatabase.

C. TASK 3: DATA LOADING

1. Consultant will load all DPU provided existing GIS feature classes into the new geodatabase schema. Consultant will populate attributes from external data sources when field matching is possible to enable table joins and attribute calculations. Facility Identifier fields will be calculated based on the GIS codes in conjunction with a numbering scheme determined in Task 2. Global attributes will be populated where appropriate (owner, editor, source, maintained by, GIS Unique IDs for Tyler Munis™ consumption).

2. Consultant will segregate out the records found within the following feature classes and load them into the appropriate feature classes within the new GIS geodatabase:

- a. Non-Potable Water
- b. Sewer lines
- c. Sewer points
- d. Waterlines
- e. Waterpoints
- f. Gas lines
- g. Gas points

D. TASK 4: GEOMETRIC NETWORK. Consultant will make edits to the line work so that flow direction and connectivity are accurately modeled within each network. Based on the geometric network rules established in Task 2, Consultant will build geometric networks for each of the utility networks. Consultant will clean the topology so that there are no Build Errors when constructing the geometric networks. Geometry will be cleaned so traces and other similar network analysis can be performed.

E. TASK 5: REPORTING

1. Consultant will develop a set of GIS Report templates that will extract data from selectable attribute tables and manipulate that data, using formulas or aggregation formatting programming, to provide pre-formatted reports for varying selectable GWS system groups or individual feature classes.
2. Report format should include a summary “roll up” of data for an entire GWS Group (GA, WP, NP, DW, WC, WT), as applicable.
3. Summary report format should include a summary “roll up” of data for an entire individual feature class (Examples: NP Valves, WC Sewer Lift Stations, etc.).
4. Detailed report format shall include, at minimum, all fields included in the selected feature class attribute table.
5. Report output should conform to the developed standard template. Report output should include not only selected data points extracted from the attribute table(s), but also the results of report programming for aggregating data points, manipulating data points and applying selected formulas using either attribute table data points or other data points from sources outside of the GIS data sets. Examples include: Number of “XXXX” for each size; Number of “XXXX” for each material; Age factor; and Average of Year Installed, Operational Condition, and/or General Condition & Risk Assessment.

Consultant will provide DPU staff with a set of standardized symbology for approval and inclusion in the database. Consultant will develop map templates to aid DPU staff in creating high quality map products in a consistent manner. Symbology for various related features or characteristics shall be consistent across all modified and new feature classes (*i.e.*, gate valves in all groups shall have the same type and size symbol; varying color only dependent on the group, etc.).

F. TASK 6: MEETINGS AND WORKSHOPS

1. Consultant will facilitate the following on-site meetings and workshops at County offices:
 - a. Kickoff Meeting
 - b. Data Review Workshop
 - c. Draft Geodatabase Presentation
 - d. Report Functionality Training
 - e. Asset Management Workshop
 - f. Four (4) additional WebEx Meetings as needed and at the written request of the Project Manager

2. Meetings, travel and printing costs are included in the fee schedule as set forth in Exhibit "A" and shall not exceed that amount without prior approval of the County's Project Manager.

G. TASK 7: PROJECT MANAGEMENT. Consultant will provide weekly updates to County's Project Manager through the duration of the Project. Consultant will prepare a project plan and schedule and provide to County's Project Manager for approval within thirty (30) days from the effective date of this Agreement. Once approved, Consultant shall adhere to the agreed upon schedule and notify in advance of any Project delay. Consultant's Principal in Charge will provide quality reviews and quality assurance checks throughout the project and routinely check in with County to make certain project deliverables are being met.

2. Year 2 Services. Consultant shall provide the following services during year 2 of the Agreement:

A. TASK 1: PROJECT SCHEDULE FOR YEAR 2. Contractor shall provide County's Project Manager a Year 2 schedule for approval after completing Year 1 activities/tasks.

B. TASK 2: RECORD DRAWINGS CATALOG. At the direction of County's Project Manager, Consultant will review the collection of DPU's water, wastewater, and gas record drawings. Consultant will develop a polygon feature class and will populate it with the approximate extents of the record drawing extents that the pages are located in. Consultant will create hyperlinks in this feature class to the respective record drawings. The following attributes will be populated based on information obtained from the record drawings:

- a. Date of drawing
- b. Brief description of content (main replacement, new build, etc.)
- c. Systems (water, wastewater, raw water, non-potable water, gas)
- d. Design firm
- e. General Location (i.e., Barranca Mesa, LA Canyons, White Rock, Northern Area, etc.)

C. TASK 3: DRAWING CONVERSION. At the direction of County's Project Manager, DPU will select sets of record drawings for inclusion or updates to the GIS. Consultant will geo-reference these drawings when applicable, digitize, and attribute the data. Consultant will work in a versioned environment allowing edits to be made by both DPU and Consultant staff simultaneously.

D. TASK 4: GPS LOCATES. At the direction of County's Project Manager, Consultant will assist DPU in creating a program for providing updates to the GIS using sub-foot GPS technology. Consultant will provide staff augmentation services to County when necessary to get the entire system spatially accurate.

E. TASK 5: TYLER MUNIS™ COORDINATION. At the direction of County's Project Manager, Consultant will assist the DPU staff with any modifications to the Geodatabase Design, Geometric Network, and/or Reporting to enable DPU to fully integrate with the Tyler Munis™ software as needed during and immediately after the Tyler Munis™ software launch.

F. TASK 6: MEETINGS AND COORDINATION. Consultant will conduct a kick-off meeting with the DPU staff to set project timelines and to establish the project's Year 2 schedule. Consultant will conduct up to four (4) additional meetings to accommodate deliverables and/or as needed and a final closeout meeting, for a total of six (6) meetings. Consultant and DPU will identify

project milestones and a detailed task timeline at the kick-off meeting. Consultant will prepare presentation materials, agenda, and meeting documentation. In addition to on-site meetings, Consultant will host electronic remote meetings throughout the project as needed. Consultant will conduct a final project deliverable and closeout meeting. Meetings, travel and printing costs are included in the fee schedule as set forth in Exhibit "A" and shall not exceed this amount without prior approval of County's Project Manager.

3. Year 3 Services. Consultant shall provide the following services during year 3 of the Agreement:

A. TASK 1: PROJECT SCHEDULE FOR YEAR 3. Contractor shall provide to County's Project Manager a Year 3 schedule for approval after completing Year 2 activities/tasks.

B. TASK 2: MOBILE TECHNOLOGY. At the direction of County's Project Manager, Consultant will work with DPU staff to develop a plan to utilize mobile GIS technology. The plan may incorporate mobile work orders, inspections, data collection, and maintenance procedures.

C. TASK 3: MOBILE APPLICATION IMPLEMENTATION. At the direction of County's Project Manager, Consultant will work with DPU staff to configure and implement the applications identified in Task 2.

D. TASK 4: TECHNOLOGY UPGRADES. At the direction of County's Project Manager, Consultant will work with DPU staff to identify enhancements to the enterprise GIS. These enhancements may include integrating with Supervisory Control and Data Acquisition ("SCADA") and other remote data collection platforms. These upgrades will help with DPU internal and regulatory reporting.

E. TASK 5: TYLER MUNIS™ COORDINATION. At the direction of County's Project Manager, Consultant will assist DPU staff with any modifications to the Geodatabase Design, Geometric Network, and/or Reporting to enable DPU to fully integrate with the Tyler Munis™ software, as needed during the second year of the Tyler Munis™ software launch.

F. TASK 6: MEETING AND COORDINATION. Consultant will conduct a kick-off meeting with DPU staff to set project timelines. Consultant will conduct up to four (4) additional meetings to accommodate deliverables and/or as needed and a final closeout meeting for a total of six (6) meetings. Consultant and DPU will identify project milestones and a detailed task timeline at the kick-off meeting. Consultant will prepare presentation materials, agenda, and meeting documentation. In addition to on-site meetings, Consultant will host electronic remote meetings throughout the project as needed. Consultant will conduct a final project deliverable and closeout meeting. Meetings, travel and printing costs are included in the fee schedule as set forth in Exhibit "A" and shall not exceed this amount without prior approval of County's Project Manager.

SECTION B. TERM: The term of this Agreement shall commence June 28, 2017, and shall continue through June 30, 2020, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

1. Amount of Compensation. County shall pay compensation for performance of the Services in an amount not to exceed FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO

CENTS (\$450,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule(s) set out in Exhibit "A," attached hereto and made a part hereof for all purposes.

- 2. Monthly Invoices.** Contractor shall submit itemized monthly 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 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 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 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) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** Insert appropriate language here if applicable. PROFESSIONAL LIABILITY INSURANCE, as may be applicable to the particular profession or service to be provided, with a limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, without any restrictive "negligent act, negligent error, or negligent omission" clause, and with coverage extending for a three (3) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

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 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:

Jack Richardson
Incorporated County of Los Alamos
Department of Public Utilities
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544

Contractor:

William S. Landin, PE
Stantec Consulting Services Inc.
500 Marquette Avenue, Suite 1200
Albuquerque, New Mexico 87102

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.

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: _____
TIM GLASCO **DATE**
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____
CORPORATION

BY: _____
NAME: _____ **DATE**
TITLE: _____

Exhibit "A"
Compensation Rate Schedule
AGR17-37

Year 1. Fees and Costs:

	Rate Per Hour	Hours	Cost	
Data Collection and Evaluation				
Project Manager	\$154.00	20	\$ 3,080.00	
GIS Developer	\$144.00	4	\$ 576.00	
Senior GIS Analyst	\$117.00	80	\$ 9,360.00	
GIS Analyst 2	\$110.00	0	\$ 0.00	
GIS Analyst 1	\$105.00	40	\$ 4,200.00	
Asset Management Lead	\$242.00	0	\$ 0.00	
Project Principal	\$242.00	0	\$ 0.00	
Sub-Total			\$17,216.00	
Geodatabase Design				
Project Manager	\$154.00	24	\$ 3,696.00	
GIS Developer	\$144.00	60	\$ 8,640.00	
Senior GIS Analyst	\$117.00	80	\$ 9,360.00	
GIS Analyst 2	\$110.00	0	\$ 0.00	
GIS Analyst 1	\$105.00	0	\$ 0.00	
Asset Management Lead	\$242.00	6	\$ 1,452.00	
Sub-Total			\$23,148.00	
Data Loading				
Project Manager	\$154.00	8	\$ 1,232.00	
GIS Developer	\$144.00	40	\$ 5,760.00	
Senior GIS Analyst	\$117.00	80	\$ 9,360.00	
GIS Analyst 2	\$110.00	0	\$ 0.00	
GIS Analyst 1	\$105.00	0	\$ 0.00	
Asset Management Lead	\$242.00	0	\$ 0.00	
Sub-Total			\$16,352.00	
Data Cleaning				
Project Manager	\$154.00	8	\$ 1,232.00	
GIS Developer	\$144.00	0	\$ 0.00	
Senior GIS Analyst	\$117.00	40	\$ 4,680.00	
GIS Analyst 2	\$110.00	60	\$ 6,600.00	
GIS Analyst 1	\$105.00	80	\$ 8,400.00	

Services Agreement No. AGR17-37
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ATTACHMENT A

Asset Management Lead	\$242.00		\$ 0.00	
Sub-Total			\$20,912.00	
Application Development				
Project Manager	\$154.00	32	\$ 4,928.00	
GIS Developer	\$144.00	50	\$ 7,200.00	
Senior GIS Analyst	\$117.00	120	\$14,040.00	
GIS Analyst 2	\$110.00	16	\$ 1,760.00	
GIS Analyst 1	\$105.00	0	\$ 0.00	
Asset Management Lead	\$242.00	8	\$ 1,936.00	
Sub-Total			\$29,864.00	
Meetings and Workshops				
Project Manager	\$154.00	60	\$ 9,240.00	
GIS Developer	\$144.00	0	\$ 0.00	
Senior GIS Analyst	\$117.00	60	\$ 7,020.00	
GIS Analyst 2	\$110.00	0	\$ 0.00	
GIS Analyst 1	\$105.00	0	\$ 0.00	
Asset Management Lead	\$242.00	12	\$ 2,904.00	
Project Principal	\$242.00	8	\$ 1,936.00	
Sub-Total			\$21,100.00	
Project Management				
Project Manager	\$154.00	60	\$ 9,240.00	
GIS Developer	\$144.00	0	\$ 0.00	
Senior GIS Analyst	\$117.00	0	\$ 0.00	
GIS Analyst 2	\$110.00	0	\$ 0.00	
GIS Analyst 1	\$105.00	0	\$ 0.00	
Asset Management Lead	\$242.00	0	\$ 0.00	
Project Principal	\$242.00	12	\$ 2,904.00	
Sub-Total			\$12,144.00	
Labor Total				\$140,736.00
Travel & Printing Expenses				\$ 8,500.00
Year 1 Estimated Total Not to Exceed				\$149,236.00

Year 2

Billing Rates per Hour for Year 2 Services:

Project Manager	\$154.00
GIS Developer	\$144.00
Senior GIS Analyst	\$117.00
GIS Analyst 2	\$110.00
GIS Analyst 1	\$105.00
Asset Management Lead	\$242.00
Project Principal	\$242.00
Travel & Printing Expenses	\$8,500.00
Year 2 Total Not to Exceed Costs is \$150,000.00	

Year 3

Billing Rates per Hour for Year 3 Services:

Project Manager	\$154.00
GIS Developer	\$144.00
Senior GIS Analyst	\$117.00
GIS Analyst 2	\$110.00
GIS Analyst 1	\$105.00
Asset Management Lead	\$242.00
Project Principal	\$242.00
Travel & Printing Expenses	\$ 8,500.00
Year 3 Total Not to Exceed Costs is \$150,000.00	

**Total Years 1, 2, and 3 Total Not To Exceed Costs - \$450,000.00 US
(FOUR HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS)**

Exhibit “B”
Consultant Proposed Schedule
AGR17-37

Note: The Project Schedule may change on the mutual agreement of both parties and is intended to provide a general basis time to complete the Projects various Tasks as provided in the Agreement.

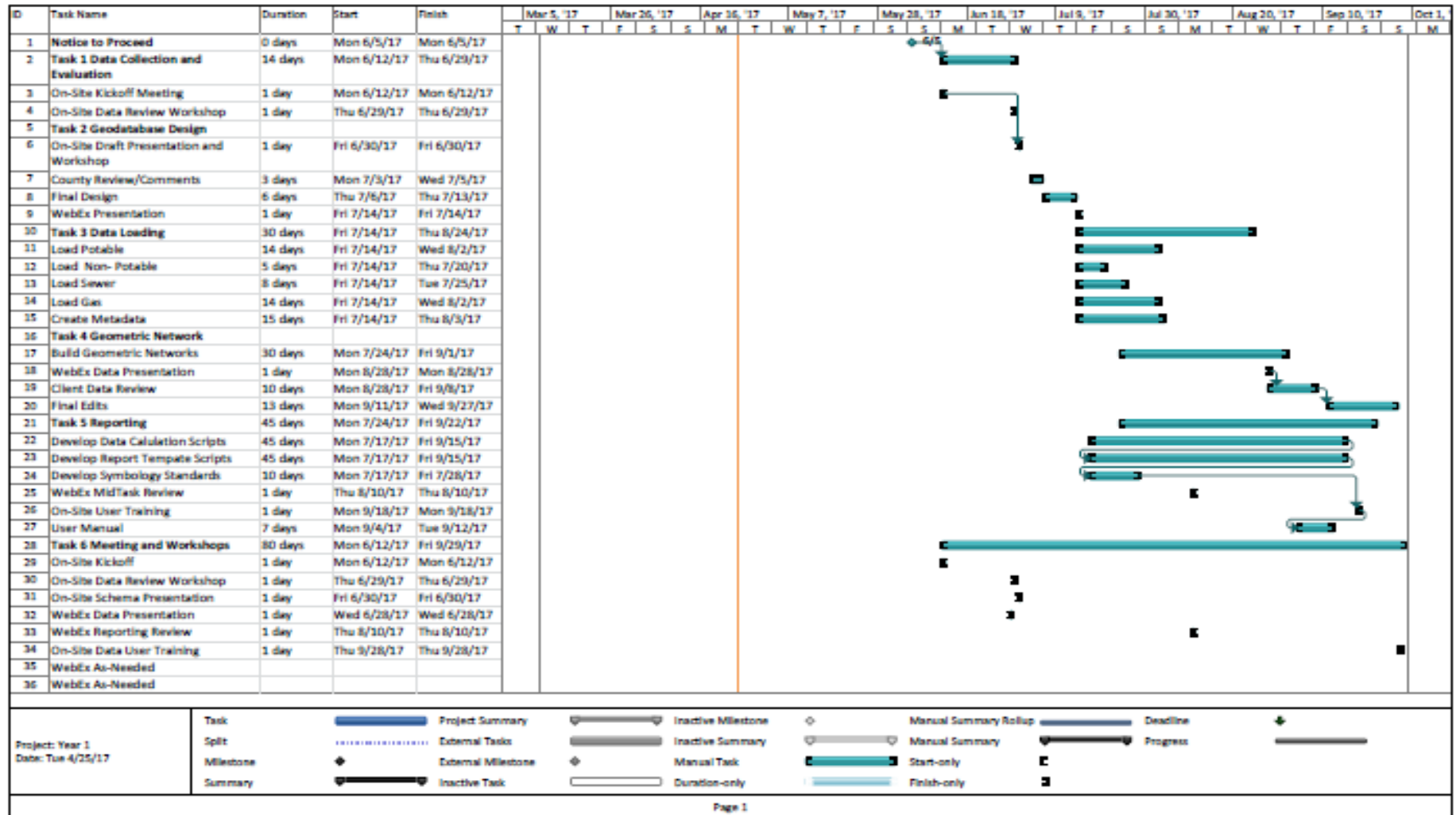


Exhibit “C”
Geographic Information System Layers
AGR17-37

Consultant will include, at a minimum, the following layers:

Water Production System (Group)

WP Main Pipes
WP Main Valves

WP Auto Valves
WP Storage Tanks & Reservoirs
WP Wells
WP Booster Stations
WP PRV Stations
WP Main Points
WP Point of Entry & OSE Meters
WP Meters
WP Fire Hydrants
WP Delivery Pipes
WP Delivery Valves
WP Delivery Points
(Private) WP Service Pipes
(Private) WP Service Valves
(Private) WP Service Points
WP SCADA
WP Main Pipe Breaks
WP Delivery / Service Pipe Breaks
WP Main Pipe Leak Surveys
WP Main Pipe Leak Survey Leaks
WP Valve Exercise Survey

Water Distribution System (Group)

DW Main Pipes
DW Main Valves
DW Storage Tanks & Reservoirs

DW PRV Stations
DW Main Points
DW Meters
DW Fire Hydrants
DW Delivery Pipes
DW Delivery Valves
DW Delivery Points

Gas Distribution System (Group)

GA High Pressure Main Pipes
GA Medium Pressure Main Pipes
GA Gas Co. of NM High Pressure Main Pipes
GA High Pressure Key Valves
GA Medium Pressure Key Valves
GA High Pressure Main Valves
GA Medium Pressure Main Valves
GA PRV Stations
GA High Pressure Main Points
GA Medium Pressure Main Points
GA Cathodic Protection Anodes
GA Master Meters
GA Meters
GA High Pressure Delivery Pipes
GA Medium Pressure Delivery Pipes
GA High Pressure Delivery Valves
GA Medium Pressure Delivery Valves
GA High Pressure Delivery Points
GA Medium Pressure Delivery Points
(Private) GA Service Pipes
(Private) GA Service Valves
(Private) GA Service Points

GA SCADA

GA Gas Pressure Zones
GA Gas Main Pipe Leaks
WP Delivery / Service Pipe Breaks
GA Gas Pipe Leak Surveys
GA Gas Pipe Leak Survey Leaks
GA Valve Exercise Survey

Wastewater Collection System (Group)

WC Gravity Main Pipes
WC Pressure Main Pipes
WC Pressure Main Valves
WC Main Manholes
WC Main Cleanouts

**(Private) DW Service Pipes
(Private) DW Service Valves
(Private) DW Service Points
DW SCADA
DW Pressure Zones
DW Main Pipe Breaks
DW Delivery / Service Pipe Breaks
DW Main Pipe Leak Surveys
DW Main Pipe Leak Survey Leaks
DW Valve Exercise Survey**

**WC Sewer Lift Stations
WC Main Points
WC Collection Pipes
WC Collection Cleanouts
WC Collection Points
(Private) WC Service Pipes
(Private) WC Service Cleanouts
(Private) WC Service Points
(Private) WC Back Water Prevent Valves
WC SCADA
WC Overflow Events
WC Main Pipe Breaks
WC Main Pipe Blockages
WC Collection / Service Pipe Blockages
WC Video Inspections
WC Main Cleaning / Flushing
WC Homes Below Grade**