

AGR22-25



**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 **James, Cooke, & Hobson, Inc.**, a Texas corporation ("Contractor"), to be effective for all purposes July 1, 2022.

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-25 ("RFP") on October 24, 2021, requesting proposals for Sewer Lift Station and Wastewater Treatment Plant Pump Systems - Operation, Maintenance and Training Services, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated November 30, 2021 ("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 16, 2022; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on March 29, 2022; and

**WHEREAS**, Contractor shall provide the Services, as described below, to County.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. SERVICES:**

1. Project Kick-Off Meeting: The Contractor shall, within ten (10) business days from the Effective Date of this Agreement host a virtual or on-site kick-off meeting, as determined by the County's Project Manager, with the County's designated Department of Public Utilities (DPU) staff ("Project Staff"). As part of the kick-off meeting, the parties shall:
  - a. Introduce and assign Contractor and County project team members and Project leads ("Project Staff").
  - b. Establish a mutually agreed upon Project Schedule that includes deliverable due dates, Project Milestones, and communication protocols. Contractor shall provide a written memorandum to the County's Project Staff within 5 business days from the date of the kick-off meeting outlining the final agreed-upon Project Schedule. The Project Schedule may be modified by mutual written agreement of the parties.
  - c. Discuss the scope of work, planning assumptions, and Project progression to meet County identified schedule dates.

- d. Identify data transfer methods between Contractor and Project Staff related to the performance of this Agreement.
2. Field Inspection Forms. Pursuant to the Project Schedule, Contractor shall, in consultation with DPU Project Staff, create, develop, and provide standardized field inspection form(s) (“inspection form”) for use by County and Contractor in inspection and condition assessment for annual, semi-annual, monthly, weekly and/or daily inspections and in the development of standard operating procedures (“SOP”) for the operation and maintenance of DPU sewer lift stations (“SLS”) and wastewater treatment plant (“WWTP”) pump systems and related systems. In addition to developing inspection forms, Contractor shall assist DPU in creating SOPs for various systems, processes, and procedures in the SLS and WWTP system including but not limited to, the operation, maintenance and annual inspection of DPU’s SLS’s and the WWTP pumps, motors, and related equipment.
3. Annual Inspection - Sewer Lift Stations. Pursuant to the Project Schedule, Contractor shall provide the materials and labor necessary to conduct **annual inspections of each of the DPU’s SLS’s** in the DPU system. There are currently twenty-seven (27) SLS’s, however DPU may add or reduce the actual number of SLS during the Term of this Agreement. Contractor shall charge the inspection fee as provided in Exhibit “A” for annual inspection of all SLS’s. The inspection shall include the following services:
- a. Contractor shall complete an on-site annual inspection of each SLS and record its findings, results, and recommendations on the inspection form for each SLS which shall include assessment of the condition of the SLS stations and its systems and components. Contractor shall verify that each station is operating in accordance with SLS system manufacturer specifications.
  - b. Contractor shall review and provide its evaluation, on the inspection form, whether maintenance is being performed in accordance with manufacturer specifications at each station. Contractor’s inspections shall verify that all station systems are functioning as desired:
    - i) mechanical conditions including pumps, seals, valves, fittings and piping;
    - ii) electrical conditions including electrical service entrance, motor control center(s), lights, fans, wiring loads and condition, conduits, and terminations;
    - iii) Control and Supervisory Control and Data Acquisition (“SCADA”) not directly related to proprietary SCADA equipment or programming (human machine interface (“HMI”) screen view(s), programming, field devices, communications, wiring, conduit and terminations).
    - iv) Contractor shall perform and record flow rate testing and discharge pressures for each pump and compare to the manufacturer design values or standards. Contractor shall complete a fresh-water force main pump-to-clean activity for each station.
  - c. Contractor shall provide SLS pump and system evaluations, and performance recommendations based on the installed equipment manufacturer specifications and recommendations and pursuant to industry standard practices for operation and maintenance procedures for the installed equipment.
  - d. The annual scheduled inspection(s) are to be recorded on the inspection forms. The original inspection form shall be provided to the County’s Project Manager pursuant to the agreed upon Project Schedule timelines. The Contractor shall maintain a copy of each completed annual inspection form pursuant to the terms of this Agreement. Contractor may provide the completed annual inspection forms electronically to the County along with associated photographs, diagrams, schematics, or related supplemental information, if applicable. Minor adjustments and/or repairs shall be completed by the Contractor during the annual inspection as coordinated with and approved by DPU.

- e. Assessments to verify systems are performing as expected, for the equipment installed, shall be based on manufacturer's specifications and recommendations, and meet industry standard practices for acknowledged operational and maintenance procedures.
    - i) Mileage, and any per-diem expenses, for the annual scheduled inspections shall be included in the annual inspection charge.
4. Annual Inspection - WWTP Pump Systems. Pursuant to the Project Schedule, Contractor shall provide the materials and labor necessary to conduct **annual inspections of the pumping systems at each of DPU's WWTPs**. Contractor shall charge the annual WWTP inspection fee as provided in Exhibit "A" for each inspection of a WWTP pumping system. The inspection shall include the following services:
- a. Contractor shall complete an on-site annual inspection of plant drain pump station; return activated sludge ("RAS") pumps; waste activated sludge ("WAS") pumps; thickened waste activated sludge ("TWAS") pumps; headworks pumps; recycle plant effluent pumps, as applicable, and provide recommendations on the inspection form. The findings of the Contractor shall include assessment of the condition of the pumps and related equipment and Contractor shall verify that each is operating in accordance with the manufacturer's specifications.
  - b. Contractor shall review and provide its evaluation, on the inspection form, whether maintenance is being performed in accordance with manufacturer specifications at each station. Contractor's inspections shall verify that all station systems are functioning as desired and shall include the following, at minimum:
    - i) mechanical conditions including pumps, seals, valves, fittings and piping;
    - ii) electrical conditions including motor control center(s), wiring loads and condition, conduits, and terminations;
    - iii) Control and Supervisory Control and Data Acquisition ("SCADA") not directly related to proprietary SCADA equipment or programming (human machine interface ("HMI") screen view(s), programming, field devices, communications, wiring, conduit and terminations).
    - iv) Contractor shall perform and record flow rate testing and discharge pressures for each pump and compare to the manufacturer design values or standards.
  - c. Contractor shall provide SLS pump and system evaluations and performance recommendations based on the installed equipment manufacturer specifications and recommendations and pursuant to industry standard practices for operation and maintenance procedures for the installed equipment.
  - d. The annual scheduled inspection(s) are to be recorded on the inspection forms. The original inspection form shall be provided to the County's Project Manager pursuant to the agreed upon Project Schedule timelines. The Contractor shall maintain a copy of each completed annual inspection form pursuant to the terms of this Agreement. Contractor may provide the completed annual inspection forms electronically to the County along with associated photographs, diagrams, schematics, or related supplemental information, if applicable. Minor adjustments and/or repairs shall be completed by the Contractor during the annual inspection as coordinated with and approved by DPU. Assessments to verify systems are performing as expected, for the equipment installed, shall be based on manufacturer's specifications and recommendations, and meet industry standard practices for acknowledged operational and maintenance procedures.
    - i) Mileage, and any per-diem expenses, for the annual scheduled inspections shall be as provided in Exhibit "A".
5. Annual SLS Training. Pursuant to the Project Schedule, Contractor shall provide to designated DPU staff, annual **SLS training services**. Contractor shall develop and present

one seven (7) hour day training session per year. If necessary, and agreed upon between both the Contractor and DPU, additional training may be provided. Training location shall be on site in Los Alamos County using a combination classroom and/or field setting at a specific sewer lift station. Topics shall be developed in coordination between Contractor and DPU, and include but not be limited to, mechanical, electrical and SCADA systems' purpose, design, function, control, operation, maintenance, and safety. The annual training event day shall include a one-hour sit-down lunch for informal discussion of training topics as a group. Lunch provided by the DPU. Training materials, handouts, presentation equipment and hands-on displays shall be provided by Contractor.

6. Development Assistance. During the term of this Agreement, Contractor shall assist DPU, when requested in writing by DPU, in the development of SLS or WWTP pump system projects. Contractor shall consult with DPU and make recommendations regarding SLS pump, control and field device capacity, functionality and appropriateness. Contractor shall review plans and specifications by others and make recommendations based on discussions between Contractor and DPU. Should specialized engineering services be required for design, County shall secure said services outside the scope of this Agreement.
7. Procedure for authorizing and scheduling On-Call Non-Emergency or Emergency work: County shall request a written quote from Contractor for Emergency and Non-Emergency Call-Out Services, and upon County's acceptance of the quote, County shall schedule work by phone call from County Project Manager to Contractor, to be followed up in writing by County Project Manager or designee via email within two (2) business days. The costs for the Non-Emergency and Emergency Services are provided as a per hour fee in **Exhibit "A"**. For the purposes of this Agreement and **Exhibit "A"**, "On-Call Emergency Services" are those services designated as Emergency Services by County staff and require response from Contractor within forty-eight (48) hours, including weekends, and state and federal holidays. "On-Call Non-Emergency Services" are those services designated as Non-Emergency Services by County staff, which require response within 5 business day, and which excludes weekends, state and federal holidays. Contractor shall be entitled to the mileage rate in **Exhibit "A"** for On-Call Emergency and Non-Emergency service requests.
8. Contractor shall provide the materials, labor and equipment to conduct **On-Call Emergency services** for SLSs. As part of the On-Call Emergency:
  - a. Contractor shall provide a rapid response into the field for onsite investigation, troubleshooting and correction of SLS problems in the DPU system The DPU Notification
  - b. Contractor shall respond within forty-eight (48) hours seven (7) days a week (including weekends).
  - c. Contractor shall provide the following field work and services as part of the per On-Call Non-Emergency hourly rate and shall include adjustments and or repairs to well and booster station systems mechanical or electrical systems, components or field devices, to include, but not limited to:
    - i) Field work to include adjustments and or repairs to SLS systems including but not limited to the SLS mechanical or electrical systems, components, or field devices.
    - ii) Control and SCADA system problems directly related to any proprietary SCADA equipment or programming will not be part of the emergency services portion of this scope of work; except to determine if any control or SCADA related field devices are functioning properly with no communication problems.
    - iii) Control and SCADA components not directly related to any proprietary SCADA equipment or programming found to be not functioning properly shall be troubleshot and adjusted or repaired by Contractor.

- iv) Control and SCADA issues directly related to any proprietary SCADA equipment or programming which may be the cause of the problem will be troubleshot and repaired by DPU staff.
  - d. Contractor shall inspect, verify, and report that the SLS is performing within the manufacturer's specifications and recommendations and is meeting all industry standard practices for acknowledged operational and maintenance procedures.
- 9. Contractor shall provide the materials, labor and equipment to conduct On-Call Non-Emergency services for SLSs at the pricing per station as provided in **Exhibit "A"**.
  - a. Response into the field for onsite investigation, troubleshooting and correction of a problem with any SLS in the DPU system shall be completed by the Contractor. Notification shall be by phone call to Contractor from DPU staff.
  - b. Response time is expected to be within five (5) weekdays (Monday – Friday; no weekends not including local, state, or federal holidays.)
  - c. The On-Call Non-Emergency Services shall include:
    - i) Field work to include adjustments and/or repairs to station mechanical or electrical systems, components or field devices.
    - ii) Control and SCADA system problems directly related to any proprietary SCADA equipment or programming will not be part of the emergency services portion of this scope of work; except to determine if any control or SCADA related field devices are functioning properly with no communication problems.
    - iii) Control and SCADA components not directly related to any proprietary SCADA equipment or programming found to be not functioning properly shall be troubleshot and adjusted or repaired by Contractor.
    - iv) Control and SCADA issues directly related to any proprietary SCADA equipment or programming which may be the cause of the problem will be troubleshot and repaired by DPU staff.
  - d. Contractor shall provide in-the-field troubleshooting and systems evaluation. Assessments to verify systems are performing as expected, for the equipment installed, shall be based on manufacturer's specifications and recommendations and meeting all industry standard practices for acknowledged operational and maintenance procedures.
  - e. Contractor shall timely identify in writing to the DPU Project Manager what work is beyond that provided in this Agreement. Contractor and DPU shall consult with the other to determine whether DPU will request the identified work as covered by this Agreement, and whether DPU will request the services of Contractor as provided herein.
- 10. Contractor shall provide the materials, labor and equipment to conduct **On-Call Emergency services for WWTP pump systems**.
  - a. Rapid response into the field for onsite investigation, troubleshooting and correction of a problem with any WWTP pump system shall be completed by the Contractor. Notification shall be by phone call to Contractor from DPU staff.
  - b. Response time is expected to be within forty-eight (48) hours seven (7) days a week (including weekends).
    - i) Field work to include adjustments and/or repairs to pump system mechanical or electrical systems, components or field devices.
    - ii) Control and SCADA system problems will not be part of the emergency services portion of this scope of work; except to determine if any control or SCADA related field devices are functioning properly with no communication problems.
    - iii) Control and SCADA may be the cause of the problem at which point staff from DPU will manage the emergency necessary to repair the control and SCADA system.

- c. Contractor shall provide in-the-field troubleshooting and systems evaluation. Assessments to verify systems are performing as expected, for the equipment installed, based on manufacturer's specifications and recommendations and meeting all industry standard practices for acknowledged operational and maintenance procedures.
11. Contractor shall provide the materials, labor and equipment to conduct **On-Call Eon-Emergency services for WWTP pump systems.**
- a. Response into the field for onsite investigation, troubleshooting and correction of a problem with any WWTP pump system shall be completed by the Contractor. Notification shall be by phone call to Contractor from DPU staff.
  - b. Response time is expected to be within five (5) weekdays (Monday – Friday; no weekends, not including local, state, or federal holidays.)
    - i) Field work to include adjustments and/or repairs to pump system mechanical or electrical systems, components or field devices.
    - ii) Control and SCADA system problems will not be part of the emergency services portion of this scope of work; except to determine if any control or SCADA related field devices are functioning properly with no communication problems.
    - iii) Control and SCADA may be the cause of the problem at which point staff from DPU will manage the emergency necessary to repair the control and SCADA system.
  - c. Contractor shall provide in-the-field troubleshooting and systems evaluation. Assessments to verify systems are performing as expected, for the equipment installed, based on manufacturer's specifications and recommendations and meeting all industry standard practices for acknowledged operational and maintenance.
12. Equipment acquisition. From time-to-time County may request Contractor to procure components, parts and supplies which are compatible with existing stations and compliant with DPU standards. Said components parts and supplies shall be supplied and invoiced by the Contractor as approved by County's Project Manager, components, parts, and supplies shall be billed at Contractor's cost as documented by invoice stating amount paid by contractor, with an administrative fee for invoice processing, as described in **Exhibit "A."**
13. Federal Property Access. Where a well or booster station is located on federal property and requires access by Contractor, DPU staff will coordinate property/site access, if applicable. Where access to restricted federal areas is necessary, DPU shall assist and coordinate site access and may be required to escort and be present during Contractor.

**SECTION B. TERM:** The term of this Agreement shall commence July 1, 2022 and shall continue through June 30, 2029, 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 FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$480,000.00), 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. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing details of work completed, 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; 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.

**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 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 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, except as may be provided herein for Emergency and Non-Emergency Response requests, shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Deputy Utilities Manager – GWS  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 130  
Los Alamos, New Mexico 87544

Contractor:

Kendra Brown, Sales Engineer  
James, Cooke & Hobson, Inc.  
4210 Hawkins Street NE  
Albuquerque, New Mexico 87109

**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. 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 V. 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 enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

**SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

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

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

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

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

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

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

**Approved as to form:**

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

**JAMES, COOKE, & HOBSON, INC., A TEXAS CORPORATION**

**BY:** \_\_\_\_\_ **DATE**  
**KENDA BROWN**  
**SALES ENGINEER**

**Exhibit "A"**  
**Compensation Rate Schedule**  
**AGR22-25**

<b>COST CATEGORY</b>	<b>(1) Estimated Quantity Per Year</b>	<b>(2) Year 1</b>	<b>(3) Year 2</b>	<b>(3) Year 3</b>	<b>(3) Year 4</b>	<b>(3) Year 5</b>	<b>(3) Year 6</b>	<b>(3) Year 7</b>
Assist DPU with Development of Inspection Field Forms and Standard Operating Procedures –	Per Hour	\$ 140.00	\$	\$	\$	\$	\$	\$
Annual Sewer Lift Station Inspection and Condition Assessment – Per Annum (Inclusive of Travel)	27 Stations (+/-)	\$19,795.00	\$	\$	\$	\$	\$	\$
Annual WWTP Pump System Inspection and Condition Assessment – Per Annum (Inclusive of Travel)	2 WWTPs	\$10,090.00	\$	(4) \$ 17,455.00 2021 dollars Adjust per CPI in year 3	\$	\$	\$	\$
On-Call Emergency Services SLS – Response Within – 48 Hours and 7 Days per Week Per Call Out	2 Call Outs Per Year at 5 Hours On Site Per Call Out	\$ 1,500.00	\$	\$	\$	\$	\$	\$
On-Call Non-Emergency Services – SLS's – 5 Day Response on Weekday- Per Call Out	2 Call Outs Per Year at 5 Hours On Site Per Call Out	\$ 1,000.00	\$	\$	\$	\$	\$	\$
On-Call Emergency Services – WWTP's – Per Call Out	1 Call Out Per Year at 5 Hours On Site Per Call Out	\$ 750.00	\$	\$	\$	\$	\$	\$
On-Call Non-Emergency Services – WWTP's – Per Call Out	1 Call Out Per Year at 5 Hours On Site Per Call Out	\$ 500.00	\$	\$	\$	\$	\$	\$
Annual Training Services – Per Day	1 Per Year	\$ 950.00	\$	\$	\$	\$	\$	\$
SLS and WWTP Pump System Project Development Support and Review Services – Per Hour	24 Hours Each Year	\$	\$	\$	\$	\$	\$	\$
Trip Charge from Home Office to Los Alamos – Per Call Out	Round Trip Cost	\$ 500.00	\$	\$	\$	\$	\$	\$

Rate During Response to Call Outs that Last Longer than the Estimated 5 Hours On Site or other Unanticipated Events Approved by DPU – Per Hour	40 Hours Per Year	\$ 150.00	\$	\$	\$	\$	\$	\$
Equipment Acquisition – Administrative Invoice Processing Fee – Per Acquisition		\$ 75.00	\$	\$	\$	\$	\$	\$
Annual Total – Calculate Total Based on (Per Annum Costs) + (Rates X Estimated Quantity)		\$ 53,235.00	\$	\$	\$	\$	\$	\$

**Notes to table:**

NOTE (1): Estimated Quantity Per Year was used to calculate the yearly and total cost for this Agreement. These are estimates only because things are expected to vary throughout the life of the contract: sewer lift stations may be added or deleted from the system; frequency of call outs will vary; hours per call out will vary. Because of this variability, a 10% contingency has been added to the calculated 7-year agreement compensation total resulting in a \$480,000.00 total not to exceed amount over the 7-year life of the Agreement.

NOTE (2): Year One will start upon Effective date 1 July 2022 and will end on 30 June 2023.

NOTE (3): Only Year One calculated costs are locked in through 30 June 2023. Each successive Agreement Year (Two through Seven) shall have their costs adjusted annually using the Bureau of Labor Statistics (BLS) U.S. Consumer Price Index (CPI). The CPI used for the annual adjustment shall be the **CPI - U, U.S. City Average, All Items, National Index**. The Base Period for this Index shall be 1982-1984 = 100 per the BLS. The Baseline for this Agreement shall be the CPI index value for June 2022 which matches the end of the fiscal year for the fiscal year when the Proposal, and its attendant costs, were submitted. Agreement Year One costs are locked in until 30 June 2023. Each subsequent Agreement Year's costs will be adjusted for that Agreement Year using the current CPI index value for June – the end of the previous Agreement Year. Example: Calculate CPI based inflation rate for Agreement Year Two. June 2021 CPI value = 271.696. June 2023 CPI value = 286.821 (assumed future value). Index point change = (286.821 – 271.696) = 15.125. Index point change divided by Previous Period CPI = 15.125 / 271.696 = 0.0557. Index point change divided by Previous Period CPI times 100 = Percent change. Percent Change = 0.0557 X 100 = 5.57% change from Agreement Baseline Year One to be applied to Agreement Year One costs to calculate Agreement Year Two costs. ***{Theoretical values until actual values have been published by the BLS.}***

NOTE (4): In Agreement Year Three it is anticipated that the White Rock WWTP replacement will be completed. At that time the White Rock WWTP will have additional pump system facilities to be included in the services for this Agreement. The Year Three cost is included in the above table but at the Year One cost baseline value. The Agreement Year Three CPI shall be used on this cost item between Agreement Years One and Three at the start of Agreement Year Three. Subsequent single Year CPI adjustments shall be made for this cost item for the remainder of the Agreement.

NOTE (5): Contractor shall provide lift station design support and review services free of charge and offers, however, where professional design services are required, the County shall obtain those as those services are outside the scope of this Agreement.