



## 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 **BurnBot, Inc.**, a California corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes May 7, 2025 ("Effective Date").

**WHEREAS**, County has prioritized updating and fortifying its current wildfire prevention and mitigation practices, one of which is to provide the Los Alamos County Fire Department with the technology and resources needed to prevent and, if necessary, extinguish wildfire activity Forest Treatment Management Services provides services essential to the County's wildfire preparedness plan; and

**WHEREAS**, Section 31-3(b)(4) of the County Code of Ordinances allows for procurement of goods, services, or construction items under existing contracts that are with a person that has a current contract, that was subject to competitive solicitation, with another government or agency thereof; and

**WHEREAS**, Contractor is a party to the State of New Mexico's General Services Department Purchasing Statewide Price Agreement 50-00000-24-00029 ("Price Agreement") for Forest Treatments Management; and

**WHEREAS**, County requested a quote from Contractor as provided for in the Price Agreement, and Contractor provided a quote to County that complies with the pricing terms of the Price Agreement; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on May 6, 2025; and

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

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

### SECTION A. SERVICES:

1. **Contractor Services.** Contractor shall perform the Services as follows:
  - a. Contractor shall provide Forest Treatment Management services at the request of the County's Project Manager or designee ("Project Manager"). Services shall include, but are not limited to, those services described in Exhibit A – Compensation Rate Schedule, attached hereto and made a part hereof for all purposes; removal and staging of forest material from County-designated areas in a variety of habitat types in preparation for transportation and further processing; reducing tree and brush densities around structures to reduce wildfire threat; mechanical thinning of trees and

brush using various machinery and equipment; mechanical slash treatment and fireline construction and maintenance ("Services").

- b. Contractor shall provide Services using, at a minimum, the approaches and methodologies described in Exhibit D Contractor's Minimum Requirements for Performing Services, attached hereto and made a part hereof for all purposes, and shall meet the minimum requirements stated therein. Contractor shall provide all necessary skilled and competent labor and supervision, licenses, certifications, permits, insurance, supplies, equipment, and materials needed to successfully and safely provide Services in accordance with all applicable laws, industry best practices, and standards. Contractor shall maintain up-to-date knowledge of, and shall comply with all federal, state, and local laws, rules, regulations, ordinances, and procedures applicable to the Services. Such laws, rules, regulations, ordinances, and procedures include, but are not limited to the following: those stated in Exhibit D; those of the County; those of any governmental entity who holds legal or equitable interests in the property where work will take place; United States Department of Labor Occupational Safety and Health Administration ("OSHA") standards for tree felling and chainsaw operations; standard practices set forth by the Forestry Division's New Mexico Forest Practices Guideline and Water Quality Protection Guidelines for Forestry Operations in New Mexico; Fire Harvest Practices Standards set forth in the New Mexico Administrative Code ("NMAC") §19.20.4.9.
- c. Contractor shall maintain a professional, respectful demeanor toward members of the public at all times relevant to this Agreement. Contractor shall notify the Project Manager immediately if a member of the public raises a complaint or concern, is intentionally disrupting or complicating Contractor's ability to perform Services, or creates an imminent, credible threat to human life or property.
- d. Contractor shall make necessary arrangements for storage of its tools and equipment. County is not responsible for any lost or stolen property.
- e. Contractor shall be responsible for all removal and cleanup of equipment and machinery, waste materials, and debris, at the project(s) site prior to the final inspection and acceptance by County's Project Manager, and for proper disposal of waste materials and debris through officially designated waste disposal facilities.
- f. **Use of Machinery.**
  - i. Contractor shall locate machinery servicing and refueling areas away from streambeds, arroyos, and washes to reduce the possibility and minimize the impacts of accidental spills and discharges.
  - ii. All Contractor vehicles and equipment entering the project area must be clean of noxious weeds and free from oil leaks and are subject to inspection by the Project Manager. Contractor shall wash all equipment to thoroughly remove all dirt, plant, and other foreign material prior to entering the project area. Contractor shall show particular attention to the under carriage and any surface where soil containing exotic seeds may exist. Contractor agrees that these efforts are critical to prevent the introduction and establishment of non-native plant species into the project area.

- iii. In general, when gasoline, diesel fuel, antifreeze, hydraulic fluid, or any other chemical contained within Contractor's vehicle or machinery is released in the project area; Contractor shall follow corrective clean-up and safety actions in accordance with all applicable laws, rules, regulations, and industry standards.
- iv. Contractor shall repair oil leaks immediately upon discovery and shall not use equipment that is leaking or is at-risk of leaking. Contractor shall have oil pans and absorbent material in place prior to beginning repair work. Contractor shall have "on scene" capability of catching and absorbing leaks and spillage of petroleum products including antifreeze from breakdowns or repair actions with approved absorbent materials. Contractor shall keep an adequate supply of industry-accepted absorbent materials at the project site at all times in the event of spills. Contractor shall excavate soils believed to be contaminated with petroleum products including antifreeze, place the soils in industry-accepted safety containers, and dispose of the containers in accordance with state or federal laws and rules or regulations.
- v. At minimum, Contractor's fire extinguishers and hand tools must be located on site in case of a fire ignition while operating Contractor's machinery or equipment. During times of elevated fire risk, pressurized water and additional fire suppression resources may also be required. Contractor must keep communication via telephone, radio, or satellite device available to immediately report emergencies or wildfire if not quickly contained. County may limit or restrict work activity during times of high fire risk.
- vi. The Contractor shall:
  - 1. Have and maintain in working order a long-handled shovel; Pulaski, McLeod, or combitool; and a five-pound capacity ABC dry chemical fire extinguisher. This equipment will be properly placed at the project location and ready to use at all times when project activities are occurring;
  - 2. Ensure machinery is equipped with a long-handled shovel and a five-pound capacity ABC dry chemical fire extinguisher at all times;
  - 3. Ensure each passenger vehicle, light truck, or medium truck up to 40,000 GVW is equipped with a long-handled shovel and a two and one-half pound capacity ABC dry chemical fire extinguisher; and
  - 4. Ensure that all fire extinguishers and tools are maintained, stored, and regularly checked to maintain full- functionality. Contractor shall immediately and appropriately remove any malfunctioning or inoperable equipment from the work area.

## **2. Request for Quotes and Mobilization.**

- a. County's Project Manager shall request the Services of Contractor for any individual or multiple projects by submitting to Contractor a written Request for Quote(s). Each written Request for Quote(s) shall identify the work and Services to be performed, a requested timeline for mobilization, and a requested timeline for completion. A written

Request for a Quote(s) may be as detailed as County believes necessary to assure appropriate resource allocation, a reasonable project timeline, and satisfactory completion of the Services in this Agreement. As circumstances require, Requests for Quotes may include plans, maps, identification of ingress and egress to properties, coordination with any other work being performed in the area, and specifications for the purpose of defining the specific work plan.

- b. Upon the County's issuance of a written Request for Quote(s), Contractor shall provide a written, itemized quote for the task(s), work, and/or Services requested by Project Manager ("Quote"). The Quote shall provide, in writing, Contractor's proposed timeline for mobilization, the expected time necessary to complete the requested Services, and a line-item description of the Services to be performed, in accordance with those line-items described in Exhibit A. Costs shall conform to the rates described in Exhibit A, as a fixed price. Contractor is authorized to begin work only upon receipt of written notice of approval from the Project Manager, which may be provided via e-mail, and shall only perform Services in areas identified and approved by the Project Manager. Parties acknowledge and agree that performance of the Services described herein may, as matter a of necessity, require the location of the work site to be near private or government property. When the County has determined that it is appropriate to coordinate and schedule services in cooperation with property owners, residents, or government authorities, the County shall be responsible for providing adequate notice and/or opportunities for public engagement, and for maintaining reasonable and regular communication throughout the project until its completion. Contractor shall follow all instructions provided by the Project Manager regarding the performance of Services near such properties. Wherever and whenever possible, Contractor will endeavor to perform project work in as minimally intrusive a manner as circumstances will allow, including responsibly disposing of waste and construction debris.
- c. If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the approved Quote, the Project Manager may alter, change, modify, or cancel the Request for Quote before the work commences. The approved Quote shall be adjusted only upon the written agreement of the County after finding that a change is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the requested Services in the first instance shall not be a justification for modifying the approved Quote. Modifications to the maximum amount for the approved Quote shall be agreed upon by County prior to the Contractor continuing the performance of Services.
- d. Contractor must take any and all actions to timely complete the work agreed to in the approved Quote, including but not limited to subcontracting the work and renting equipment. Costs for any subcontractors or equipment rentals are the responsibility of the Contractor.
- e. This Agreement does not provide Contractor with a guarantee that County will accept Contractor's Quotes and approve a Quote. County reserves the right, at its sole discretion, to separately quote or bid any project. 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 Requests for Quotes as needed.

- f. **Contractor Mobilization.** Unless the parties stipulate otherwise in an approved Quote, Contractor shall mobilize and be onsite at the designated agreed-upon location within three (3) weeks of the date of County's approval of a Quote. In an urgent or emergency situation, as determined by the County Project Manager, unless the Parties stipulate otherwise in an approved Quote, Contractor shall mobilize and be onsite at the designated agreed-upon location within seventy-two (72) hours of the date of County's approval of a Quote. Mobilization fees shall be charged in accordance with the rates specified in Exhibit A.

**SECTION B. TERM:** The term of this Agreement shall commence May 7, 2025, and shall continue through, May 6, 2032, 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 SIXTY THOUSAND AND 00/100 DOLLARS (\$560,000.00) 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.
2. **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services estimated by County and specified in Section C(1) herein, unless approved by amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an amendment to this Agreement, which must be approved by Council, as required by County Ordinance. This provision shall not be construed to conflict with County's discretion to determine when Contractor's additional or optional Services are needed or to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed, inclusive of all additional and optional services, does not exceed the not-to-exceed amount of this Agreement or any subsequent amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.
3. **Invoices.** Upon the completion of County-requested and approved Services, Contractor shall submit itemized invoices to the County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. The invoice shall include a copy of the agreed-upon and accepted Quote. 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, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured

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

(\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

**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:** County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the Parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court 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 District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

**SECTION 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, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

**SECTION 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:** 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; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such an event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

**SECTION R. NON-ASSIGNMENT:** Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the **County 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 Manager** may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION V. NOTICE:** Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this



section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Project Manager  
Fire Battalion Chief  
Incorporated County of Los Alamos  
999 Central Avenue, Suite 200  
Los Alamos, New Mexico 87544  
kelly.sterna@lacnm.us

Contractor:

Head of Operations  
Brittany Black  
BurnBot, Inc.  
310 Shaw Road, Suite D  
South San Francisco CA, 94080  
brittany@burnbot.com

With a copy to:

County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544  
~attorney@lacnm.us

**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 County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

**SECTION 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 B. 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 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.

**SECTION AC. NEGOTIATED TERMS:** This Agreement reflects negotiated terms between the Parties, and each party has participated in the preparation of this Agreement with the opportunity

to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

**SECTION AD. CONFIDENTIAL INFORMATION:** Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit C. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

**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**

\_\_\_\_\_  
**MICHAEL D. REDONDO**  
COUNTY CLERK

BY: \_\_\_\_\_  
**ANNE W. LAURENT** **DATE**  
COUNTY MANAGER

**Approved as to form:**

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

**BURNBOT, INC., A CALIFORNIA CORPORATION**

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

**NAME:** \_\_\_\_\_

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

**Exhibit A**  
**Compensation Rate Schedule**  
**AGR25-966**

Contractor shall provide Services throughout the term of this Agreement at the rates described herein.

**Additional Notes to Pricing:**

- 1. Increases and Decreases in Years Two through Seven (2-7).** In years two through seven (2-7) of this Agreement, Contractor may increase or decrease these rates if such increases or decreases have been approved by amendment to the Price Agreement. Contractor must provide to County a fully executed copy of any such amendments to the Price Agreement, properly authorized and approved by the State of New Mexico, prior to requesting changes to the rates shown here, at which time, the County may either approve the changes via amendment to this Agreement or may terminate this Agreement, as provided for in Section U. Any increases that cause Services to exceed the total not-to-exceed amount of compensation stated in Section C(1) shall require approval by County Council, pursuant to Section C(2). Rates for years two through seven (2-7) shall remain the same as the prior year's rates unless otherwise approved by amendment to this Agreement.
- 2. Project Mobilization.** Project mobilization is paid only once per project, must be included in approved Quotes, and is included only when Contractor must travel greater than one hundred (100) miles from Contractor's base of operations to project sites identified in the approved Quote. Mobilization includes costs of moving any personnel, equipment and supplies to the project site. This item is paid out only for additional mileage beyond one hundred (100) miles from the project site.
- 3. Unit Price.** Pricing shall be based on a PER ACRE rate. Unless otherwise specified. Line item 26 "Project Mobilization" unit price is based on PER MILE rate.

Line Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	Cut, Skid Deck	\$3,500	TBD	TBD	TBD	TBD	TBD	TBD
2	Defensible space thinning, light	\$2,000	TBD	TBD	TBD	TBD	TBD	TBD
3	Defensible space thinning, medium	\$2,400	TBD	TBD	TBD	TBD	TBD	TBD
4	Defensible space thinning, heavy	\$2,800	TBD	TBD	TBD	TBD	TBD	TBD
5	Mechanical thinning, ponderosa pine, light	\$1,800	TBD	TBD	TBD	TBD	TBD	TBD
6	Mechanical thinning, ponderosa pine, medium	\$2,100	TBD	TBD	TBD	TBD	TBD	TBD
7	Mechanical thinning, ponderosa pine, heavy	\$2,400	TBD	TBD	TBD	TBD	TBD	TBD
8	Mechanical thinning, piñon/juniper, light	\$1,800	TBD	TBD	TBD	TBD	TBD	TBD

Line Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
9	Mechanical thinning, piñon/juniper, medium	\$2,100	TBD	TBD	TBD	TBD	TBD	TBD
10	Mechanical thinning, piñon/juniper, heavy	\$2,400	TBD	TBD	TBD	TBD	TBD	TBD
11	Mechanical thinning, mixed conifer, light	\$1,800	TBD	TBD	TBD	TBD	TBD	TBD
12	Mechanical thinning, mixed conifer, medium	\$2,100	TBD	TBD	TBD	TBD	TBD	TBD
13	Mechanical thinning, mixed conifer, heavy	\$2,400	TBD	TBD	TBD	TBD	TBD	TBD
14	Mechanical thinning, spruce/fir, light	\$1,800	TBD	TBD	TBD	TBD	TBD	TBD
15	Mechanical thinning, spruce/fir, medium	\$2,100	TBD	TBD	TBD	TBD	TBD	TBD
16	Mechanical thinning, spruce/fir, heavy	\$2,400	TBD	TBD	TBD	TBD	TBD	TBD
17	Mechanical thinning, bosque/riparian, light	\$1,800	TBD	TBD	TBD	TBD	TBD	TBD
18	Mechanical thinning, bosque/riparian, medium	\$2,100	TBD	TBD	TBD	TBD	TBD	TBD
19	Mechanical thinning, bosque/riparian, heavy	\$2,400	TBD	TBD	TBD	TBD	TBD	TBD
20	Mechanical thinning, post-fire, light	\$1,800	TBD	TBD	TBD	TBD	TBD	TBD
21	Mechanical thinning, post-fire, medium	\$2,100	TBD	TBD	TBD	TBD	TBD	TBD
22	Mechanical thinning, post-fire, heavy	\$2,400	TBD	TBD	TBD	TBD	TBD	TBD
23	Machine piling	\$2,850	TBD	TBD	TBD	TBD	TBD	TBD
24	Mechanical slash treatment	\$3,200	TBD	TBD	TBD	TBD	TBD	TBD
25	Fireline construction and maintenance	\$80	TBD	TBD	TBD	TBD	TBD	TBD
26	Project mobilization; cost per mile >100 miles	\$8	TBD	TBD	TBD	TBD	TBD	TBD

**Exhibit B**  
**Campaign Contribution Disclosure Form**  
**AGR25-966**

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: Theresa Cull; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; David Reagor; and Randal Ryti.)

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>			
<b>Contribution(s) Date(s)</b>	<b>Contribution Amount(s):</b>	<b>Nature of Contribution(s):</b>	<b>Purpose of Contribution(s):</b>
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**Exhibit C**  
**Confidential Information Disclosure Statement**  
**AGR25-966**

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

	Contractor	County
<b>Name:</b>		
<b>Title:</b>		
<b>Address:</b>		
<b>City/State/Zip:</b>		Los Alamos, New Mexico 87544
<b>Email:</b>		

2. Definitions:
  - a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
  - b) **Discloser** - the party disclosing Confidential Information.
  - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
  - d) **Recipient** – the party receiving Confidential Information.
3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

**Exhibit D**  
**Contractor's Minimum Requirements for Performing Services**  
**AGR25-966**

In addition to conforming to all other provisions of this Agreement, Contractor shall provide Services using, at a minimum, the approaches and methodologies described in Exhibit D and shall meet the minimum requirements stated herein.

**Cut, Skid, and Deck Specifications:**

Project Scope: Removal and staging of forest material from project areas in a variety of habitat types in preparation of transportation and further processing.

**Contractor must meet the following minimum requirements:**

Adhere to all applicable Forest Harvest Practice Standards (19.20.4.9 NMAC) in addition to the terms and conditions of the work plan; any laws, rules, or regulations of a governmental entity who owns or manages the property where work will take place; laws or rules or regulations that govern the work; the terms and conditions of this Agreement; and the requirements of the underlying funding entity and funding award.

- Use of a feller-buncher, skidder, or equivalent mechanical forestry equipment to fell timber, as determined by the work plan.
- Operations may be ground- or aerial-based, rubber tire skidder, feller buncher, cable yarding, or fully mechanized as determined by County Project Manager.
  - Contractor may use a combination of hand falling and mechanical harvesting.
- Skid resulting forest material from thinning/harvesting activity, and safely deck material at staging areas specified in the work plan or County Project Manager.
- Contractor shall exactly follow specifications of County work plans for:
  - diameter inside bark at top end of log;
  - log length as determined or as capable for hauling;
  - slash disposal;
  - skid trail closure and landing rehabilitation; and
  - Stump height must measure no more than six inches or half diameter of the bole in height from ground/surface level on the upslope side.
- Provide own chainsaws, logging equipment, log trucks (where applicable), and all other appropriate material needed for successful completion.
- Trees that are not marked or prescribed for removal shall not be damaged and remain untouched by treatment activities.
- Follow U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) standards for tree felling or chainsaw operations.
- Furnish the following personal protective equipment (PPE) to employees:
  - Boots - all leather, lace-up type, minimum eight inches high with lug type sole in good condition (steel toes are unacceptable);
  - Hardhat - plastic, Class B, ANSI Z89.1, OSHA approved, with chinstrap. Must meet National Fire Protection Association



1977, Standard on Protective Clothing and Equipment for Wildland Fire Fighting and Urban Interface Firefighting, 1998 edition;

- Hearing protection - must meet OSHA standards;
- Gloves - one pair of heavy-duty leather per person;
- Eye protection - one pair per person, shatter resistant; and
- Chaps - must meet OSHA standards.
- Provide warning signs at any ingress/egress points to warn cooperators/customers of the potential for hazardous conditions.
- May be asked to furnish logging equipment with fire suppression gear as determined in individual work plan.

### **Defensible Space Thinning Specifications:**

**Project Scope:** Reduce tree and brush densities around homes and structures to reduce wildfire threat. Defensible space projects are generally up to one and one-half acres in size. Chip or remove all cut material depending on the requirements set forth in the work plan.

### **Contractor must meet the following minimum requirements (minimum):**

Adhere to all applicable Forest Harvest Practice Standards (19.20.4.9 NMAC) in addition to the terms and conditions of the work plan, any laws or rules or regulations of a governmental entity who owns or manages the property where work will take place, laws or rules or regulations that govern the work, the terms and conditions of this Agreement, and the requirements of the underlying funding entity and funding award.

- Fall, limb, and buck (moveable length) trees selected by the County at project locations.
- Remove off site or chip all slash depending on the requirements set forth in the work plan. Chipped slash shall not be located with defensible zones of structures as identified by the County Project Manager.
- Stump height must be flush to the ground and measure no more than four inches in height from ground/surface level.
- Provide own chainsaws and all other appropriate material needed for successful completion.
- Meet either the standards established for fallers/chainsaw operators by the National Wildfire Coordinating Group or must be a fully qualified tree faller as certified by a logging or tree company.
- Follow OSHA standards for tree felling or chainsaw operations.
- Furnish the following PPE to employees:
  - a) Boots - all leather, lace-type, minimum eight inches high with lug type sole in good condition (steel toes are unacceptable);
  - b) Hardhat - plastic, Class B, ANSI Z89.1, OSHA approved, with chinstrap. Must meet NFPA 1977, 1998 edition;
  - c) Hearing protection - must meet OSHA standards;
  - d) Gloves - one pair of heavy-duty leather per person;
  - e) Eye protection - one pair per person, shatter resistant; and
  - f) Chaps - must meet OSHA standards.
- Provide warning signs at any ingress/egress points to warn cooperators/customers of the potential for hazardous conditions.

- Provide all equipment, supplies, material, repairs, or maintenance of or to Contractor's equipment or facilities.

**Stocking levels include:**

Heavy thinning: Existing pre-thinning stocking level is greater than 120 square feet basal area per acre or when 60 square feet of basal area or more is removed.

Medium thinning: Existing pre-thinning stocking level ranges between 100 and 120 square feet per acre or 40 to 60 square feet basal area per acre is removed.

Light thinning: Existing pre-thinning stocking level is less than 100 square feet per acre or when less than 40 square feet of basal area is removed.

**Mechanical Thinning Specifications:**

**Project Scope:** Use a HydroAxe, Tiger Cat, Bobcat with attachment, excavator with attachment, or equivalent machine to cut down selected trees/brush. Selected trees/brush shall be marked for cutting as specified in the work plan. Trees/brush shall be cut down to four inches above ground level or less. Downed tree bole and slash shall be masticated such that chip depth does not exceed six inches.

Trees that are not marked or prescribed for removal shall not be damaged and remain untouched by treatment activities. This activity will take place in a variety of vegetation types and terrains.

- Species may include all native or non-native tree species or woody materials located at a project site.
- Contractor shall provide all necessary labor, insurance, supplies, equipment, and materials needed to successfully complete the project.

**Contractor must meet the following minimum requirements:**

- Adhere to all applicable Forest Harvest Practice Standards (19.20.4.9 NMAC) in addition to the terms and conditions of the work plan, any laws or rules or regulations of a governmental entity who owns or manages the property where work will take place, laws or rules or regulations that govern the work, the terms and conditions of this Agreement, and the requirements of the underlying funding entity and funding award;
- Stump height must be no more than four inches in height from ground/surface level;
- Provide own chainsaws and all other appropriate material needed for successful completion;
- Meet either standards established for fallers/chainsaw operators by the National Wildfire Coordinating Group or be a fully qualified tree faller as certified by a logging or tree company;
- Follow OSHA standards for tree felling or chainsaw operations;
- Furnish the following PPE to employees:
  - a) Boots - all leather, lace-up type, minimum eight inches high with lug type sole in good condition (steel toes are unacceptable);
  - b) Hardhat - plastic, Class B, ANSI Z89.1, OSHA approved, with chinstrap. Must meet NFPA 1977, 1998 edition;

- c) Hearing protection - must meet OSHA standards;
- d) Gloves - one pair of heavy-duty leather per person;
- e) Eye protection - one pair per person, shatter resistant; and
- f) Chaps - must meet OSHA standards.
- Provide warning signs at any ingress/egress points to warn cooperators/customers of the potential for hazardous conditions; and
- Provide all equipment, supplies, material, repairs, or maintenance of or to Contractor's equipment or facilities.

**Vegetation/fuel types include:**

- Ponderosa pine Piñon/juniper Mixed conifer Spruce/fir
- Bosque/riparian (species may include salt cedar, Russian olive, Siberian elm, etc.)
- Post-fire (any forest type characterized by medium-to-high severity wildfire and high mortality)

**Machine Piling Specifications:**

**Project Scope:** Use of mechanical equipment and PPE per OSHA regulations to pile downed trees (bucked to moveable lengths) and/or cut slash. Pile height and width will be per County guidelines or other written prescriptions.

- Forest type or species may include mixed conifer, spruce/fir, ponderosa pine, piñon, juniper, salt cedar, Russian olive, cottonwood, or other species removed during fuel mitigation projects.
- Piles shall not be within the canopy drip line of existing standing trees.
- Difficulties of terrain and project location may require pulling brush more than one-quarter mile from location.

**Contractor must meet the following requirements:**

- Adhere to all applicable Forest Harvest Practice Standards (19.20.4.9 NMAC) in addition to the terms and conditions of the work plan, of a governmental entity who owns or manages the property where work will take place, laws or rules or regulations that govern the work, the terms and conditions of this Agreement, and the requirements of the underlying funding entity and funding award;
- Pull brush to locations identified by County Program Manager. Slash shall not be located under the drip lines of residual trees;
- Occasional saw work may be required to cut brush into moveable lengths;
- Provide transportation of any personnel or equipment to and from project site and within project boundaries;
- Provide all equipment, supplies, materials, repairs, or maintenance of or to Contractor's equipment or facilities;
- Furnish the following PPE to employees:
  - a) Boots - all leather, lace-up type, minimum eight inches high with lug type sole in good condition (steel toes are unacceptable);

- b) Hardhat - plastic, Class B, ANSI Z89.1, OSHA approved, with chinstrap. Must meet NFPA 1977, 1998 edition;
  - c) Hearing protection - must meet OSHA standards;
  - d) Gloves - one pair of heavy-duty leather per person;
  - e) Eye protection - one pair per person, shatter resistant; and
  - f) Chaps - must meet OSHA standards.
- Adhere to OSHA standards for operating a chainsaw or any other related equipment;
  - Provide warning signs at any ingress/egress points to warn cooperators/customers of the potential for hazardous conditions; and
  - Provide all equipment, supplies, material, repairs, or maintenance of or to Contractor's equipment or facilities.

**Mechanical Slash Treatment Specifications:**

**Project Scope:** Use a HydroAxe, Tiger Cat, Bobcat with attachment, excavator with attachment, chipper, or equivalent machine to chip/masticate previously cut slash from trees/brush. Trees that are not marked or prescribed for removal shall not be damaged and remain untouched by treatment activities. This activity will take place in a variety of vegetation types and terrains.

- Species may include all native or non-native tree species or woody materials located at a project site.
- Contractor shall provide all necessary labor, insurance, supplies, equipment, and materials needed to successfully complete the project.

**Contractor must meet the following minimum requirements:**

- Adhere to all applicable Forest Harvest Practice Standards (19.20.4.9 NMAC) in addition to the terms and conditions of the work plan, any laws or rules or regulations of a governmental entity who owns or manages the property where work will take place, laws or rules or regulations that govern the work, the terms and conditions of this Agreement, and the requirements of the underlying funding entity and funding award;
- Provide own chainsaws and all other appropriate material needed for successful completion;
- Follow OSHA standards for any chainsaw operations that may be needed for successful completion;
- Furnish the following PPE to employees:
  - a) Boots - all leather, lace-up type, minimum eight inches high with lug type sole in good condition (steel toes are unacceptable);
  - b) Hardhat - plastic, Class B, ANSI Z89.1, OSHA approved, with chinstrap. Must meet NFPA 1977, 1998 edition;
  - c) Hearing protection - must meet OSHA standards;

- d) Gloves - one pair of heavy-duty leather per person;
- e) Eye protection - one pair per person, shatter resistant; and
- f) Chaps - must meet OSHA standards.
- Provide warning signs at any ingress/egress points to warn cooperators/customers of the potential for hazardous conditions; and
- Provide all equipment, supplies, material, repairs, or maintenance of or to Contractor's equipment or facilities.

**Fireline Construction and Maintenance Specifications:**

**Project Scope:**

- Contractors will prepare for prescribed fire activities by installing (by hand) fireline and associated thinning/brush removal as described in County work plans.
- Contractors will be required to construct fireline before prescribed fire activities.
- County representatives will locate fireline. Chains will be determined by the Contractor and verified by the County.
- Contractors must be aware of project boundaries and not go outside the boundaries unless the County authorizes.