

AGR22-67b



## INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Miller Engineers Inc. d/b/a Souder, Miller & Associates**, a New Mexico corporation ("Contractor"), to be effective for all purposes March 30, 2022.

**WHEREAS**, the County requires design, maintenance, inspection, and training services to support the rehabilitation, recoating, and possible new construction for various water storage tanks and the storage tank component systems;

**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. 22-67 (the "RFP") on January 13, 2022, requesting proposals for Water Systems Storage Tanks – Design, Inspection, Maintenance and Training Services, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated February 22, 2022 ("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, as part of a multiple-source award, approved this Agreement and AGR22-67a, at a public meeting held on March 16, 2022; and

**WHEREAS**, the County Council, as part of a multiple-source award, approved this Agreement and AGR22-67a, 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:** The following are the services to be provided by the Contractor, all work described shall be performed utilizing the Task Order process described in Section A(9):

1. **Inspection Forms.** Contractor shall, in consultation with the Department of Public Utilities ("DPU") Project Staff, develop standard operating procedures for the inspection, operation, and maintenance of water storage tanks, as requested by DPU. Contractor shall, in consultation with DPU Project Staff, create, develop, and provide standardized field inspection form(s) ("Inspection Form"). The Inspection Form(s) shall provide a written tool to inspect and assess the condition of water storage tanks and water storage tank systems on annual, semi-annual, monthly, weekly and/or daily bases. Inspection Forms

shall provide for the inspection and assessment of water storage tank system components including, but not limited to:

- i. Coating systems;
  - ii. Cathodic protection;
  - iii. Target and control valves; and
  - iv. Any add-on systems such as telecommunications equipment, cables, wires, etc. that have been added to the water storage tank as regards the safety and functionality of the tank.
2. **Engineering.** Contractor shall provide design engineering services, materials, equipment, and labor necessary to develop complete bid package or packages for the storage tanks or storage tank systems that County determines require rehabilitation, recoating, and/or new construction, in any particular year during the term of this Agreement. Bid packages shall be to the satisfaction of DPU and in accordance with the rates described in Exhibit "A." The final schedule shall be determined by DPU in consultation with Contractor.
  - a. Each bid package shall include, at minimum, services and materials necessary to install a new water storage tank or replace the water storage tank interior and exterior coating systems. An individual bid package may provide for multiple storage tank projects.
  - b. A complete bid package shall include, but is not limited to, modified standard DPU contract specifications, technical specifications, technical drawings, and bid forms.
  - c. Each individual tank bid package shall include the services necessary to rehabilitate or construct each tank to current Occupational Safety and Health Administration ("OSHA"), American Water Works ("AWWA") and Association for Materials Protection and Performance ("AMPP") (formerly Society for Protective Coatings ("SSPC") and National Association of Corrosion Engineers ("NACE")) standards.
  - d. Contractor shall, where applicable, inspect any add-on systems to water storage tanks and shall make recommendations for bid package deliverables regarding add-on system compliance with industry standards. Add-on systems include, but are not limited to, telecommunications equipment, cables, wires, etc. that have been added to the water storage tank for purposes including, but not limited to water tank safety and functionality.
  - e. Contractor shall include all services necessary to assist DPU through the bidding process and award of a construction contract, including, but not limited to: assistance with development and evaluation of the bid and responding to questions for addenda.
  - f. All technical specifications and drawings provided by Contractor shall be prepared and stamped by a New Mexico Licensed Professional Engineer.
3. **Construction Administration and Inspection.**
  - a. Contractor shall provide construction administration and inspection services, to County, in accordance with the rates described in Exhibit "A", as follows:
    - i. Submittal review and approvals: Contractor shall provide County with timely (within 7 business days) review and response to submittals; and
    - ii. Contractor shall provide County with timely (within 7 business days) review and response to requests for information; and

- iii. Change order request approval or denial recommendations to DPU: Contractor shall provide County with written recommendations for proper course of action; and
  - iv. Detailed inspection by a NACE/AMPP/SSPC certified inspector with experience acceptable to DPU.
- b. Contractor shall provide recommendations related to construction administration to DPU including but not limited to project completion, certification of payments, release of bonds, completion of lead-based paint materials handling and disposal documentation, and warranty inspections for each storage tank project rehabilitation, recoating, or new construction.
- c. Contractor shall provide inspectors with qualification levels acceptable to the County. Due to the creation of the AMPP CIP (Coatings Inspector Program) the new AAMP utilizes a descriptive naming convention to simplify communication to the industry, Inspector levels acceptable to County are defined as follows:
  - i. Basic Coatings Inspector (formally Level 1)
  - ii. Certified Coatings Inspector (formally Level 2)
  - iii. Senior Certified Coatings Inspector (formally Level 3)
  - iv. Contractor shall provide Senior Certified Coatings Inspectors for all inspection services, unless otherwise agreed to in writing by DPU. However, if any project includes blasting or lead abatement, then Contractor shall provide Senior Certified Coatings Inspectors, as the minimum level inspector qualification.
- 4. **Warranty Inspection.** Contractor shall provide the materials, equipment, and labor necessary to complete a full-service warranty inspection for each tank project, in accordance with the rates described in Exhibit "A". Generally, warranty inspections shall occur two (2) months prior to warranty expiration. DPU shall initiate inspection by Contractor, utilizing the Task Order process described below.
  - a. The full-service warranty inspection shall evaluate all systems covered by the warranty for the work completed.
  - b. Contractor shall provide an inspection report to DPU, detailing the findings of each inspection, including whether any system has one or more deficiencies or otherwise fails to meet recognized industry standards, and describing remedies for deficiencies identified by the inspection.
  - c. Warranty inspection shall be by a AMPP Senior Certified Coatings Inspector, unless otherwise agreed to in writing by DPU or provided otherwise in the Task Order.
- 5. **Tank Inspections.** Contractor shall provide the materials, equipment, and labor necessary to conduct scheduled inspections of water storage tanks in the DPU water systems, in accordance with the rates described in Exhibit "A."
  - a. Final schedules shall be determined by DPU in consultation with Contractor.
  - b. Contractor shall assess whether each individual water tank and tank component system is 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, as well as all DPU Standard Operating Procedures.

- c. Contractor shall complete a DPU Inspection Form for each individual tank, including the condition assessment of the storage tank as well as the condition of the tank's separate systems and components.
  - d. Contractor shall verify that each tank is operating in accordance with manufacturer's specifications and recommendations, for the equipment installed, and meeting all industry-standard practices for acknowledged operational and maintenance procedures, as well as all DPU Standard Operating Procedures.
  - e. Contractor shall verify that maintenance at each tank is being performed in compliance with all industry-standard practices for acknowledged operational and maintenance procedures, as well as all DPU Standard Operating Procedures.
  - f. Contractor shall verify that all tanks and tank component systems are functioning in accordance with manufacturer's specifications and recommendations, for the equipment installed, and meeting all industry-standard practices for acknowledged operational and maintenance procedures, as well as all DPU Standard Operating Procedures, including but not limited to:
    - i. Coating systems;
    - ii. Cathodic protection;
    - iii. Target and control valves; and
    - iv. Contractor shall also, where applicable, inspect any add-on systems such as telecommunications equipment, cables, wires, etc. that have been added to the water storage tank as regards the safety and functionality of the tank and make recommendations as necessary for compliance with recognized industry standards.
  - g. Contractor shall provide completed inspection forms to DPU and report to DPU if any tank, tank component system, or tank maintenance is not in compliance with recognized industry standards.
  - h. Contractor shall provide in-the-field troubleshooting for water tanks and tank component systems.
  - i. Tank inspections shall be by an AMPP certified inspector. County shall determine the appropriate level of qualification required for any given Task Order, preferring inspectors who are qualified Senior Certified Coatings Inspectors.
6. **Minor Repairs.** Contractor shall provide the materials, equipment, and labor to complete minor repairs to tank component systems discovered during the inspection services, in accordance with the rates described in Exhibit "A".
- a. Minor repairs include, but are not limited to:
    - i. Adjusting cathodic protection (CP) equipment;
    - ii. Replacing failed CP relays, anodes, or other components;
    - iii. Repair or replacement of tank target pulleys, cables, or floats; and
    - iv. Adjusting altitude valves.
  - b. All minor repair work shall follow the Task Order process described below. DPU and Contractor shall coordinate and agree upon any minor repairs prior to initiation of work.

7. **Training.** Contractor shall provide the materials, labor, and equipment to conduct annual storage tank training services, in accordance with the rates described in Exhibit "A" (except for mileage).
- a. Contractor shall develop, coordinate, and complete one seven (7) hour day per year scheduled between DPU and Contractor. If necessary, and agreed upon between both the Contractor and DPU, additional training may be provided in accordance with the rates described in Exhibit "A" (except for mileage).
  - b. Training location shall be on-site in Los Alamos County using a combination classroom and/or field setting at a specific storage tank.
  - c. Contractor's topics shall be developed in coordination with DPU, and include but not be limited to, coatings, coating preparations, inspections, cathodic protection systems, control valves, design, function, operation, maintenance, and safety.
    - i. Training day shall include a one-hour sit-down lunch for informal discussion of training topics as a group. Lunch provided by the DPU.
    - ii. Training materials, handouts, presentation equipment, and hands-on displays shall be provided by Contractor.
    - iii. Mileage for the annual training day shall be included in the per day charge.
8. **Equipment acquisition.** From time to time County may request Contractor to procure components, parts and supplies which are compatible with existing water storage tanks and compliant with DPU standards to support the rehabilitation or recoating of the County's water storage tanks and component parts. 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 the Administrative Fees for Equipment Acquisition as provided in Exhibit "A". Specialty rental equipment shall be billed at Contractor's cost, with approval by County's Project Manager, with a copy of the invoice from equipment rental vendor with the Administrative Fees for Equipment Acquisition as provided in Exhibit "A."
9. **Task Orders.** All services shall be requested and secured through a task order.
- a. DPU's Project Manager ("Project Manager") shall request the Services of Contractor for individual or multiple projects through a Request for Quote(s). Each Request for Quote shall identify the work and Services to be performed and a timeline for Project completion. A Request for Quote may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample task order is provided in Exhibit "C," attached hereto and made a part hereof for all purposes.
  - b. Upon the County's issuance of a Request for Quote, Contractor shall provide a written, itemized Quote for the task(s), work, and/or services requested by Project Manager ("Quote"). The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Task Order. Cost shall conform to the rates detailed in Exhibit "A." Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare each of the quotes shall be considered as incidental to this Agreement and not compensable.

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

**SECTION B. TERM:** The term of this Agreement shall commence March 30, 2022, and shall continue through March 29, 2029, unless sooner terminated, as provided herein.

## **SECTION C. COMPENSATION:**

### **1. Amount of Compensation.**

- a. County shall pay compensation for performance of the Services in an amount not to exceed ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT").
- b. Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and in accordance with the terms of this Agreement.
- c. Reimbursable expenses shall be paid in accordance with the rate schedule set out in Exhibit "A."
- d. Individual task orders that exceed FIFTY THOUSAND DOLLARS (\$50,000.00) shall require BPU approval and task orders that exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) shall also require County Council approval.

- 2. Monthly Invoices.** For each properly issued Task Order, Contractor shall submit itemized invoices to County's Project Manager showing work completed, amount of compensation due, amount of any NMGRT, and total amount payable for each Task Order. 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.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence or claim; ONE MILLION DOLLARS (\$1,000,000.00) annual aggregate.

**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 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:

Tod Phinney, Senior Vice President  
Miller Engineers Inc.  
5454 Venice Avenue NE, Suite D  
Albuquerque, New Mexico 87113

**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 is attached as Exhibit "B." Contractor must submit this form with this Agreement, if applicable.

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

**Approved as to form:**

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

**MILLER ENGINEERS INC. DBA SOUDER, MILLER &  
ASSOCIATES, A NEW MEXICO CORPORATION**

BY: \_\_\_\_\_  
**TOD PHINNEY** **DATE**  
**SENIOR VICE PRESIDENT**

**Exhibit "A"**  
**Compensation Rate Schedule**  
**AGR22-67b**

<b>PROFESSIONAL SERVICES</b>	<b>Hourly Rate Year 1 (5% Escalation each year of the Agreement beginning in Year 2.)</b>
<b>Professional Staff</b>	
Principal	\$ 250.00
Senior Manager III	\$ 235.00
Senior Manager II	\$ 220.00
Senior Manager I	\$ 210.00
Senior Engineer/Scientist/Surveyor III	\$ 200.00
Senior Engineer/Scientist/Surveyor II	\$ 180.00
Senior Engineer/Scientist/Surveyor I	\$ 165.00
Project Engineer/Scientist/Surveyor III	\$ 150.00
Project Engineer/Scientist/Surveyor II	\$ 140.00
Project Engineer/Scientist/Surveyor I	\$ 120.00
Staff EIT/Scientist/LSIT III	\$ 120.00
Staff EIT/Scientist/LSIT II	\$ 110.00
Staff EIT/Scientist/LSIT I	\$ 100.00
<b>Technical Staff</b>	
Engineering/Design/Survey/Field Tech VIII	\$ 180.00
Engineering/Design/Survey/Field Tech VII	\$ 160.00
Engineering/Design/Survey/Field Tech VI	\$ 140.00
Engineering/Design/Survey/Field Tech V	\$ 120.00
Engineering/Design/Survey/Field Tech IV	\$ 105.00
Engineering/Design/Survey/Field Tech III	\$ 90.00
Engineering/Design/Survey/Field Tech II	\$ 75.00
Engineering/Design/Survey/Field Tech I	\$ 60.00
Technical Intern II	\$ 60.00
Technical Intern I	\$ 50.00
Construction Observer IV	\$ 120.00
Construction Observer III	\$ 100.00

Construction Observer II	\$ 80.00
Construction Observer I	\$ 60.00
<b><u>Support Staff</u></b>	
Project Financial/Manager Assistant II	\$ 100.00
Project Financial/Manager Assistant I	\$ 75.00
Administrative Assistant IV	\$ 120.00
Administrative Assistant III	\$ 100.00
Administrative Assistant II	\$ 80.00
Administrative Assistant I	\$ 60.00
Overtime to be billed at a rate of 1.5x for services in excess of 8 hours in a day, on weekends or holidays.	
<b><u>Survey Equipment</u></b>	
High Precision GPS	\$20/hour
UAV Rotary	\$325/day
UAV Fixed Wing	\$400/day
UAV Post Processing	\$50/hour
Auto-Reading Level	\$20/hour
Robotic Total Station	\$20/hour
Terrestrial Laser Scanner	\$40/hour
<b><u>GIS Hosting &amp; Resource Grade Data Collection</u></b>	
ArcGIS Online	\$1,500/year
Additional ArcGIS Online Account	\$1,000/year
Bad Elf GNSS Surveyor	\$250/m
<b><u>Sampling Collecting Equipment</u></b>	
Slide Hammer & Probe	\$25/day
Soil Auger-Hand	\$10/day
Soil Auger-Power	\$40/day
Quart Mason Jars	\$1/each
Disposable Bailer	\$10/each
Tedlar Bags	\$15/each
VOC Samplers	\$1/each
2"x6" Soil Samplers	\$5/each
<b><u>Health &amp; Safety Equipment</u></b>	
Respirator	\$20/day
Respirator Cartridges	\$6/each
Latex/Nitrile Gloves	\$1/pair
Tyvek Jumpsuit	\$20/suit

Tyvek Boot Covers	\$5/pair
Level DPPE (alternative to itemization)	\$20/day
Level C PPE	\$60/day
Level C PPE (Mercury Cleanup)	\$75/day
Level B PPE	\$100/day
Personal H2S Monitor	\$25/day
Personal 4-Gas Monitor	\$35/day
db Meter w/ Data Logger	\$75/day
<b><u>Vapor Sampling Equipment</u></b>	
PID	\$75/day
3- or 4-Gas Meter	\$75/day
Explosimeter	\$40/day
MSA (Dräger) Detector Tubes	\$5/tube
Tedlar Bags	\$15/each
SVE Pilot Test Unit	\$1,500/day
<b><u>Water Testing Equipment</u></b>	
pH Meter	\$10/day
eH Meter	\$10/day
TDS Meter	\$10/day
Conductivity Meter	\$10/day
Multi-Parameter Water Meter	\$40/day
D.O. Meter	\$55/day
Chloride-4500 Titration Test	\$15/sample
Hach DO Samples	\$3/each
Hach SO4 Samples	\$3/each
Hach Fe Samples	\$3/each
Hach NO3 Samples	\$3/each
Hach PO4 Samples	\$3/each
Product Interface Probe	\$65/day
Well Sounder	\$65/day
Hermit Data Logger	\$85/d, \$460/w, \$1200/m
Transducer w/350' cable	\$40/d, \$185/w, \$570/m
Transducer w/500' cable	\$60/d, \$260/w, \$980/m
Grundfos Pump	\$200/day
Watera Pump	\$65/day
Geotech (Peristaltic) Geopump	\$35/d, \$85/w
Geopump Filters	\$12/each
DC Purge Pump (High Capacity)	\$45/day

DC Purge Pump (Low Capacity)	\$15/day
Flexible Tubing	\$1.50/foot
Foot Valve (Nylon)	\$20/each
Foot Valve (StainlessSteel)	\$40/each
<b>Miscellaneous Support Equipment</b>	
Generator	\$100/day
Magnehelic Gauges (set)	\$20/day
Padlock (P812)	\$10/each
Drums (55 Gallon)	\$35/each
HazCat Kit	\$100/day
HazCat Reagents	\$35/sample
Mercury Recovery Kit	\$30/unit
Mercury Vapor Monitor	\$175/day
PetroFlag Kit	\$75/day
PetroFlag Reagents	\$20/sample
Digital Camera	\$20/day
Reciprocating Saw	\$80/day
Steam Cleaner	\$60/day
Cordless Drill	\$20/day
Pipe Locator	\$30/day
All-Terrain Vehicle w/ Trailer	\$100/day
525 Gallon Tank	\$40/day
Equipment Trailer	\$40/day
Utility Locator (Metrotech 810 or equal)	\$100/day
<b>Other Services</b>	
Telephone/Facsimile/poste	Cost
Mileage	Current IRS Rate
Lodging: \$96.00/night/laborer (Current GSA rate)	\$96.00
Per Diem (meals) per day:	\$55.00
Other Travel (air fare, rental car, etc.)	Cost
<b>Materials to be billed at cost with a \$250.00 Invoice Processing Fee.</b>	

<b><u>Subcontractor Rates - Tanks Inspections, Engineering, and Training Support</u></b>	<b>To be billed at Cost with a \$250.00 Invoice Processing Fee. 5% Escalation for all costs, each year beginning in Year 2.</b>
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<b><u>Professional Services</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$160.00
Structural Engineer	\$220.00
Professional Engineer	\$195.00
Engineer	\$195.00
Engineer in Training	\$125.00
Project Management	\$140.00
Project Supervisor	\$140.00
NACE/AWS Inspector	\$125.00
Administrative	\$85.00
<b><u>Full Day Training with Mileage</u></b>	<b><u>Daily Rate</u></b>
Project Management	\$1,400.00
NACE/AWS Inspector	\$2,000.00
Meals \$60.00/per diem x 3	\$180.00
Airfare	Cost
Ground Transportation	Cost
Lodging	Cost
Presentation Supplies	Cost
<b><u>Reimbursables</u></b>	<b><u>Rate</u></b>
Copying & Production	
Printing & Binding 8.5x11	\$ 0.25
Plotting 11x17	\$ 0.50
Plotting 24x36	\$ 2.00
<b><u>Travel</u></b>	<b><u>Rate</u></b>
Airfare	Cost
Business related tolls & parking fees	Cost
Rental Car, taxi service or shuttle service	Cost
Mileage	Current Federal Rate
Lodging	Cost
Meals \$60.00 Per Diem	\$ 60.00
Internet connectivity charges	Cost

<b><u>Subcontractor Rates - Minor Repairs</u></b>	<b>To be billed at Cost with a \$250.00 Invoice Processing Fee. 5% Escalation for all costs, each year beginning in Year 2.</b>
<b><u>Labor Category</u></b>	<b><u>Hourly Labor Rate</u></b>
Ironworker	\$140.00
Painter	\$100.00
Laborer	\$ 84.00
Foreman/Superintendent	\$160.00
Engineer	\$260.00
Drafter	\$93.00
NACE Inspector	\$170.00
Heavy Machine Operator	\$160.00
Truck Driver	\$140.00
Overtime - Over 40 Hours	1.5 x Hourly Rate
Overtime - Holiday	2.5 x Hourly Rate
<b><u>Equipment Rates</u></b>	<b><u>Cost Per Hour without Operator</u></b>
1 Ton Truck	\$26.00 plus \$.585/mile
2 Ton Tool Truck	\$40.00
Semi Truck/Trailer	\$76.00 plus \$.585/mile
Backhoe	\$39.00
Skid Steer	\$37.00
Forklift	\$38.00
Crane Truck	\$40.00
Crane	\$102.00
Small Hand Tools	\$30.00 per Shift
Weld Machines	\$15.00
Pressure Washer	\$12.00
4x4 Man Lift	\$75.00
Scissor Lift	\$72.00
Any other equipment requested will be invoiced at cost with invoice processing fee.	
Mobilization/Demobilization: Per Round Trip to Los Alamos based on a field crew and 1-ton truck.	\$1,250.00
<b><u>Travel</u></b>	



Lodging: \$96.00/night/laborer (Current GSA rate)	\$96.00
Per Diem (meals) per day:	\$55.00

<b><u>Subcontractor Rates - Minor Repair/Cathodic Protection</u></b>	<b>To be billed at Cost with a \$250.00 Invoice Processing Fee. 5% Escalation beginning in Year 3 of the Agreement, for these services.</b>	
Labor Category	Hourly Labor Rates (Standard)	Hourly Labor Rates (Overtime)
Journeyman	\$ 65.75	\$ 85.50
Helper	\$ 51.50	\$ 67.00
Overtime is defined as any time worked (or travel) over 8 hours per day Monday through Friday and any time worked on Saturday or Sunday. Any holiday work is charged at three times the standard rate.		
<b><u>Equipment Rates</u></b>	<b><u>Cost Per Unit without Operator</u></b>	
1 Ton Truck	\$97.75/Shift plus \$0.80 per mile	
30 Ton Truck	\$154.75/Shift plus \$1.50 per mile	
Small Hand Tools	\$67.25/Shift	
Abrasive Blast Unit	\$114.00/Hour	
Airless Paint Unit	\$65.75/Hour	
Standard Paint Unit	\$41.00/Hour	
Brush/Roller Unit	\$39.75/Shift	
Power Tools	\$36.25/Shift	
Nozzle Light	\$16.50/Shift	
500 Watt Light	\$32.25/Shift	
10,000 cfm Vent Fan	\$266.00/shift	
Any other equipment requested will be invoiced at cost with invoice processing fee.		
Mobilization/Demobilization: Per Round Trip to Los Alamos based on a Journeyman and Helper and 1-ton truck.	\$1,175.00	
<b><u>Travel</u></b>		
Lodging: \$70.00/night/laborer (Double Occupancy)	\$ 70.00	
Lodging: \$120.00/night/laborer (Single Occupancy)	\$120.00	

Per Diem (meals) per day	\$30.00	
<b>Materials:</b>	Billed at cost with invoice from supplier, with \$250.00 invoice processing fee.	

### **Reimbursable Travel Guidelines**

Contractor's travel expenses shall be charged at actual cost. Copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service;
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem daily;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

**Exhibit "B"**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**AGR22-67b**

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

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

The following definitions apply:

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

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

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

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:

- (a) a prospective contractor, if the prospective contractor is a natural person; or
- (b) an owner of a prospective contractor;

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

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

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

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

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

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>		Governor _____	
<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)

\_\_\_\_\_  
Signature Date

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

—OR—

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

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

**Exhibit "C"**  
**SAMPLE TASK ORDER**  
**AGR22-67b**

**Task Order**  
**FIRM NAME**  
**AGREEMENT #**

**Task Order No.:**

**Date Prepared:**

**Project Title:**

**Job Cost #:**

**Task Order Project Manager:**

**Phone:**

**Department:**

**Vendor Contact:**

**Scope of Work: See Exhibit 1 – Fee Proposal dated XX/XX/XXX**

**Start Work Date: XX/XX/XXXX**

**Complete Work By: XX/XX/XXXX**

**Estimated Total Cost: (not to exceed amount): \$**

**GRT: \$**

**Final Estimate: \$**

Current Task Order Value	\$	Less GRT
Estimated Value of all task orders to date, including this task order:	\$	Less GRT
Remaining Contract Value:	\$	Less GRT

**SIGNATURE PAGE**

\_\_\_\_\_  
**Project Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Engineer**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**DPU Deputy or Manager**

\_\_\_\_\_  
**Date**