



**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 **Southwest Fire Defense, LLC**, a New Mexico corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes July 29, 2026 ("Effective Date").

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. 26-72 ("RFP") on May 5, 2026, requesting proposals for On-Call Electric Power Line Tree Trimming services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated May 28, 2026 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful offeror for the services listed in the RFP; and

WHEREAS, the Board of Public Utilities approved this Agreement at a public meeting held on July 22, 2026; and

WHEREAS, the County Council approved this Agreement at a public meeting held on July 28, 2026; 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. **Generally.** Contractor shall provide all trained, qualified and experienced personnel, plus all necessary labor, tools, and equipment, materials, and supplies to perform Electric Power Line Tree Trimming services near and around 15,000-volt energized power lines. Services may, as requested by County, also include tree trimming in areas that are not near and around power lines. All work shall be assigned on an on-call basis, by Task Order, by the Project Manager, as needed. A sample Task Order is included in Exhibit C, Sample Request for Quote and Task Order, attached hereto and made a part hereof for all purposes. Task Order pricing shall be based on the pricing described in Exhibit A, attached hereto and made a part hereof for all purposes. County makes no guarantee of the quantity of work to be assigned. After the Task Order is issued and approved by County, the Parties shall pre-schedule the work. Upon County request, and execution of Task Orders, Contractor shall provide the services below.
2. **Contractor's Qualifications and Safety.**

- a. Contractor must possess all applicable pertinent licenses, permits, bonds, registrations and/or certificates to carry out the services in the State of New Mexico, which may include, but are not limited to, an EL-1, NM Contractors license or Powerline Clearance Tree Trimming Certifications of Contractor personnel, which allow the Contractor to perform power line clearing to trim and cut trees near and around 15,000-volt energized power lines.
- b. Contractor shall comply with and meet the safety standards established and promulgated under the Federal Occupational Safety and Health Act ("OSH Act") of 1970, 29 U.S.C.A § 651, *et seq.* or as may be amended, including but not limited to Occupational Safety and Health Administration ("OSHA") regulations, 29 CFR 1910 and 29 CFR 1926, as may be amended, for power line clearance tree trimming operations and shall provide proof of employee's certifications for power line clearance tree trimmers to County prior to commencing work.
- c. Contractor shall meet the safety standards established and promulgated under the most current American Public Power Association's ("APPA") Safety Manual, Section 508 (508.1 through 508.7), and employ qualified and certified power line clearance arborists at all times.
- d. Contractor shall comply with all applicable local, state, or federal laws governing, including but not limited to those for the safety and the safe operation of commercial motor vehicles, the Federal Motor Carrier Safety Acts, or any applicable laws in lieu thereof.
- e. Job site activities shall at all times be conducted in accordance with applicable federal, State and local requirements to include but not limited to the National Electric Safety Code (NESC); OSHA regulations, including, but not limited to 29 CFR 1910 and 29 CFR 1926; APPA Safety Manual Section 508 (508.1-508.7); and the New Mexico Department of Transportation Manual on Uniform Traffic Control Devices employing the most recent United States Forest Service Travel Management Motor Vehicle Use Map.
- f. Contractor shall provide to County a copy of its most recent final Safety Plan and certifications of those employees who can work near energized power lines prior to commencing work under this Agreement.

3. Tree Cutting and Trimming Work.

- a. Tree cutting and trimming work shall be scheduled when mutually beneficial to County and its customers. County shall generally provide two (2) weeks' notice to Contractor for the services required under any Task Order. The Task Order shall be priced by Contractor on a regular schedule, Monday through Friday, forty (40) hours per week. However, the Parties may agree to a four (4) day, ten (10) hour workday schedule.
- b. Unless otherwise directed by County, Contractor shall trim trees in accordance with the provisions herein, as well as that illustrated in Exhibit B, attached hereto and made a part hereof for all purposes. Siberian elms or similar trees may be cut to the ground only upon owner's approval.

4. Response to Emergencies.

- a. There may be times during inclement weather and winter conditions when County shall require emergency tree cutting or tree trimming services. During those emergency events, Contractor shall carry out all work requests in a timely manner

as agreed upon in the executed Task Order.

5. Crew and Equipment.

- a. Contractor's crew shall consist at minimum of a three (3) person crew, with the individual in the aerial bucket or climbing trees near power lines certified to work near and around 15,000-volt energized power lines as provided herein.
- b. At minimum, the three (3) person crew shall be equipped with a fifty (50) foot aerial bucket, drum chipper and all the necessary tree cutting and hand tools in order to perform the assigned tasks. Instances of trees having to be cut or trimmed while climbed shall be expected, as not all power lines are readily accessible to aerial bucket trucks.

6. Normal planning and pricing shall be as follows:

- a. County shall provide a series of map sheets under a Task Order to Contractor.
- b. County and Contractor shall field-review the work to be performed as illustrated in the map(s).
- c. Contractor shall take notice of any issues in the field that may arise, such as accessibility issues, traffic control requirements, etc., and pre-plan the work.
- d. Contractor shall develop a work plan for the Task Order and have it reviewed and approved by County's Project Manager or designee.
- e. Contractor shall price the Task Order using the pricing indicated on the rate schedule set out in Exhibit A, as a not-to-exceed fixed price.
- f. County shall review, and amend as necessary with Contractor input, the pre-planned Task Order.
- g. After the written Task Order is approved by County, the Parties shall schedule the work.

7. Prior to commencing work Contractor shall:

- a. When required, obtain a traffic control permit from County's Traffic Control Division.
- b. Ensure that all forms related to tail-gate safety meetings are available and personal protective equipment (PPE) is in good working condition.
- c. Make reasonable efforts to ensure that Contractor's crew has cellular communication available while performing work for County.
- d. Coordinate the daily work activities with County's Project Manager or designee.

8. Prior to commencing tree-trimming work in any private area:

- a. Contractor shall give a minimum of forty-eight (48) hours' notice to each private residence.
- b. County shall provide door hangers for Contractor and Contractor shall place door hangers at each private residence door or speak to an adult-owner(s) of the residence as to when the tree trimming work will be performed.
- c. If a family member other than owner answers the door, Contractor shall provide a door hanger to that family member.
- d. If the owner of the private residence wishes to be present when performing the tree-trimming work, Contractor shall ask County to coordinate the work.

9. Each day where work shall be performed under this Agreement:

- a. Contractor shall notify County's Project Manager or designee where the daily work activities will take place.
- b. Prior to commencing any work, Contractor shall conduct a tail-gate safety meeting with its crew and ensure that all PPE is in good condition, functional, and worn by all of Contractor's employees.
- c. When required and before any aerial tree trimming takes place, County shall place the power line over-current protection on "one-shot". At the end of each workday, Contractor shall coordinate with County to return the power line over-current protection to normal.
- d. Contractor shall not deviate from the Task Order or work plan maps, unless explicitly authorized by County.
- e. Contractor shall remove and dispose of trees, limbs, etc. at Contractor's expense. Upon County approval, the trees may be cut and left at the job site, provided the trees are cut small enough to be handled and moved by the general public or property owners.
- f. In open space areas and upon approval by County, Contractor shall chip tree limbs and spread within the job site area. Otherwise, Contractor shall dispose of wood chips and tree limbs at Contractor's expense as determined by County's Project Manager.
- g. Contractor shall be courteous and respectful to County customers at all times;
- h. Contractor shall notify County's Project Manager or designee immediately if a customer complaint arises; and
- i. Contractor shall provide daily Task Order status updates to County's Project Manager or designee of the previous day's work and of any anticipated changes in scheduling, review of customer complaint log, and other matters related to the tree trimming services.

SECTION B. TERM: The term of this Agreement shall commence July 29, 2026, and shall continue through July 28, 2033, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the services in an amount not to exceed ONE-MILLION DOLLARS (\$1,000,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the compensation rate schedule set out in Exhibit A.
- 2. Monthly Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and 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 ensure 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 ensure 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 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 Utilities 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 ensure 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 Utilities 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:

Mariano Valdez – Engineering Associate
Incorporated County of Los Alamos
Department of Public Utilities
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544
E-mail: Mariano.valdez@losalamosnm.gov

Contractor:

Office Manager
Southwest Fire Defense LLC.
Post Office Box 1172
Santa Fe, New Mexico 87506
E-mail: swfd@swfiredefense.com

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544
E-mail: ~Attorney@losalamosnm.gov

SECTION W. INVALIDITY OF PRIOR AGREEMENTS AND ENTIRE AGREEMENT:

1. 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.
2. Regarding the services described herein, this Agreement shall supersede, now and in the future and without limitation, any terms or conditions on Contractor's website, terms and conditions referenced on Contractor's quote or invoice, or any other Contractor terms and conditions not expressly agreed to and properly authorized by the Parties in writing. For clarity, no "click-through," "click-and-accept," "web-wrap," or other similar agreements or terms whether before, on, or after the date of this Agreement, will be effective to add to or modify the terms of this Agreement, regardless of any party's acceptance of those terms by electronic means.

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 was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

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.

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

SOUTHWEST FIRE DEFENSE, LLC, A NEW MEXICO CORPORATION

BY: _____
DATE

NAME: _____

TITLE: _____

**Exhibit A
Compensation Rate Schedule
AGR26-72**

Cost Category	Year 1 Hourly Rate	Year 2 Hourly Rate or % Increase	Year 3 Hourly Rate or % Increase	Year 4 Hourly Rate or % Increase	Year 5 Hourly Rate or % Increase	Year 6 Hourly Rate or % Increase	Year 7 Hourly Rate or % Increase
Rates During Normal Business Hours (8:00 a.m. – 5:00 p.m., Monday – Friday)							
Properly Supplied Personnel & Equipment: Mini-Skid w/ Grapple, Bucket Truck, & Chipper	\$300.00	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Climber	\$55.00	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
*Grapple Saw Truck	\$300.00	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Front End Loader w/ Grapple	\$175.00	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Other specialty equipment as identified by Offeror	Stump Grinder \$150.00	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
**Traffic Control County Roads	\$75.00	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
**Traffic Control State Roads	\$75.00	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
International Society of Arboriculture Certified Arborist Consultant or other similar Consultant upon County Request	\$125.00	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Rates Outside Normal Business Hours (8:00 a.m. – 5:00 p.m., Monday – Friday)							
Properly Supplied Personnel & Equipment: Mini-Skid w/ Grapple, Bucket Truck, & Chipper	\$450.00	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%

Climber	\$82.50	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
*Grapple Saw Truck	\$450.00	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Front End Loader w/ Grapple	\$262.50	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
**Traffic Control County Roads	\$75.00	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
**Traffic Control State Roads	\$75.00	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Other specialty equipment as identified by Offeror	Stump Grinder \$225.00	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
International Society of Arboriculture Certified Arborist Consultant or other similar Consultant upon County Request	\$187.50	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%

*GRAPPLE SAW TRUCK – HOURLY RATE: \$300.00 PER HOUR
Rate applies to the grapple saw truck, crane, or comparable specialty equipment.

** TRAFFIC CONTROL COST
Includes an administrative coordination fee of \$75.00

Exhibit B **Specifications for Tree Trimming Services**

Services Agreement No. AGR26-72
Southwest Fire Defense, LLC

AGR26-72

Unless otherwise directed by the County Project Manager or designee, the power line rights-of-way shall be trimmed in accordance to Figures 1 and 2. Figure 1 will generally be followed in County open-space areas and or the Los Alamos Ski Hill area. Otherwise, Figure 2 will generally be followed in the Los Alamos and White Rock areas.

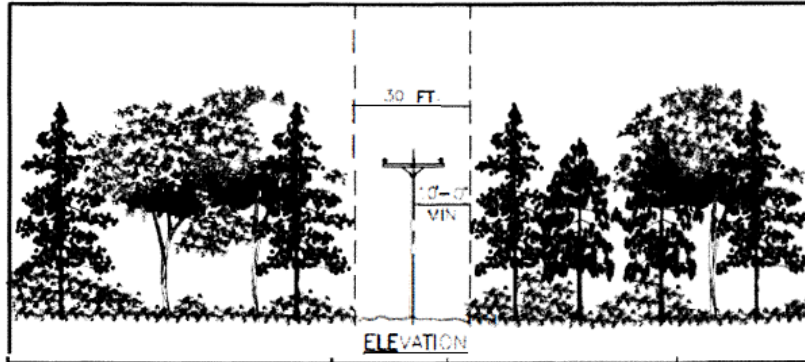


Figure 1: For Ski hill area or where Large Ponderosa Pines Exist

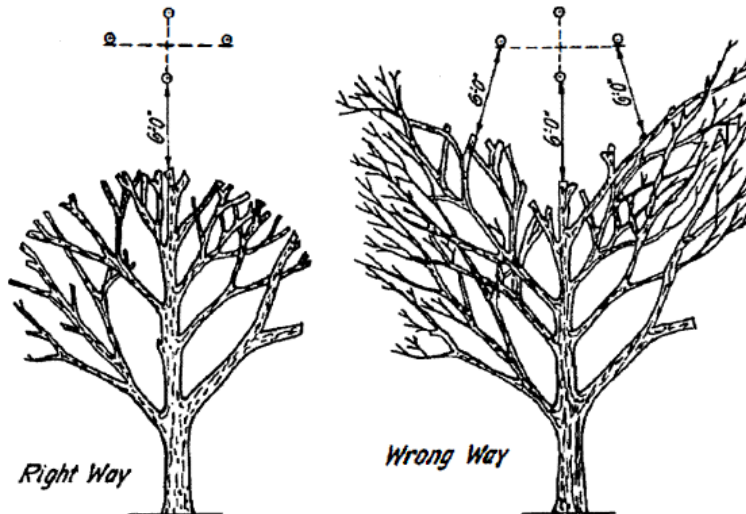


Figure 2. For all other areas for all other trees

Exhibit C
Sample Request for Quote & Task Order
AGR26-72
REQUEST FOR QUOTE #

COUNTY OF LOS ALAMOS UTILITIES DEPARTMENT
SERVICES AGREEMENT AGR26-72
SOUTHWEST FIRE DEFENSE, LLC
[DATE OF REQUEST FOR QUOTE]

PROJECT TITLE: ON-CALL SERVICES FOR POWER LINE TREE TRIMMING

Summary of Task Order #: Task Order Maps #-#

Miscellaneous trimming of trouble trees identified by LACU. The contractor will trim trees in a series of locations while documenting the time taken on each location. Maps are provided for each assigned area. All work will follow the terms of the agreement.

1. Primary work See Map 1 Crew Rate 3 # hours @ \$###.##/hour = \$ #,###.##
2. Primary work See Map 2 Crew Rate 3# hours @ \$###.##/hour = \$ #,###.##
3. Primary work See Map 3 Crew Rate 3# hours @ \$###.##/hour = \$ #,###.##

Estimated Construction Cost (LESS GRT): \$ #,###.##

Tax (Current Applicable NMGR) = \$ \$ #,###.##

Total \$ \$ #,###.##

Acceptance of Conditions and Items of Work

Department of Public Utilities: _____
Philo Shelton Date

Southwest Fire Defense, LLC: _____
Daniel Martinez Date