



## 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 **Stearns, Conrad and Schmidt Consulting Engineers, Inc, dba SCS Field Services**, a Virginia corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes October 8, 2025.

**WHEREAS**, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 26-19 ("RFP") on July 24, 2025, requesting proposals for Landfill Methane Monitoring and Maintenance Services for the Los Alamos County Landfill, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated August 8, 2025 ("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 County Council approved this Agreement at a public meeting held on October 7, 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. Monthly Routine Monitoring Services

Contractor shall perform monthly routine monitoring services as follows:

- 1.1 Monitor the wellfield which consists of the following Passive Vents ("PV") and Extraction Wells ("EW") as identified in the Los Alamos County Landfill Gas Collection and Control System ("GCCS") dated July 2017:

EW-1R, EW-2R, EW-3, EW-4, EW-5, EW-8R, EW-9R, EW-10R, EW-11R, EW-12R, EW-13, EW-14, EW-15, EW-16, EW-17, EW-18, EW-19, PV-01, PV-02, LFG V-3, and GP06 (MP-9)

- 1.2 Monitor and adjust the twenty-one (21) PV and EW so that Landfill Gas ("LFG") does not leave the landfill permit boundary as identified in Sheet 3 of the Los Alamos County Landfill

GCCS dated July 2017 to maximize recovery of the LFG without creating air intrusion into the landfill.

- 1.3 Obtain and record landfill concentrations of methane, oxygen, carbon dioxide, and balance gas from each of the PV and EW, as well as PV and EW temperatures and pressures (vacuum), where available.
- 1.4 Monitor and record all pertinent performance parameters at the blower/vent and blower/flare facilities, including but not limited to:
  - 1.4.1 Flare temperature prior to and after wellfield adjustments have been made.
  - 1.4.2 LFG concentrations of methane, carbon dioxide, oxygen, and balance gas, prior to and after wellfield adjustments have been made at the facilities.
  - 1.4.3 Vacuum pressure and discharge pressure of the blower prior to and after wellfield adjustments have been made.
  - 1.4.4 Blower hours and vibration at the blower/flare facility.
  - 1.4.5 Arrestor and knockout port differential pressure.
  - 1.4.6 Flare flow and system pressure at the blower/flare facility prior to and after wellfield adjustments have been made.
  - 1.4.7 Identification of the blower unit operating the GCCS at the time of the visit; and other pertinent data required to maintain good operating conditions for the blower/flare facility, and as required by the manufacturers of the blower/vent and blower/flare facilities.
  - 1.4.8 LFG concentrations (methane, carbon dioxide, oxygen, balance gas), temperature, well flow rates, system pressure and PV and EW static pressures, as described above, using a Landtec Gem 5000™, or equivalent (as approved by County).

## **2. Additional Routine Monitoring Services**

- 2.1 On a monthly basis, monitor PV vacuum pressure on the following PV: PV-03, PV-04, PV-05, PV-06, PV-08, PV-17, PV-18, PV-19, PV-20, PV-22, PV-23, PV-24, PV-25, PV-26, and PV-27.
- 2.2 Monitor the Monitoring Probes ("MP") on a quarterly basis (March, June, September, and December) and provide a report to New Mexico Environment Department ("NMED") Solid Waste Bureau. MP include MP-1R, MP-2R, MP-3R, MP-4, MP-5, MP-6, MP-7R, MP-8R, MP-9R, MP-10R, MP-11R, and MP-12R.

## **3. Routine Maintenance Services**

- 3.1 Conduct inspections at each PV and EW to ensure they are functioning properly and that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads and sample ports.
- 3.2 Inspect the condensate drip legs to ensure they are functioning properly and are in good condition.
- 3.3 Inspect all valving (including isolation valves) and associated High-Density Polyethylene ("HDPE") piping to ensure they are operating properly and are not damaged.
- 3.4 Inspect the blower/flare and the blower/vent facilities, and associated equipment. The inspections will involve, but not be limited to, the following items:
  - 3.4.1 Any damage, leaks, or breaks in piping, valves, or sample ports.
  - 3.4.2 Unusual noise/vibrations/functions.
  - 3.4.3 Irregular readings of input/output equipment or electrical equipment.

- 3.5 Service the blower/flare and blower/vent facilities and their associated equipment as recommended by their respective manufacturers to include, but not be limited to:
- 3.5.1 Lubricate blower motors on a quarterly basis or as specified by manufacturer.
  - 3.5.2 Switch blowers on a monthly basis so that each blower receives equal duty time.
  - 3.5.3 Drain condensate or fluids from the blower, flame arrestor, and other areas as noted by the manufacturer on a monthly basis or as specified by manufacturer.
  - 3.5.4 Check that any continuous recorder(s) is functioning properly and download data from the recorder on a monthly basis. Data collected shall be provided to County in the monthly report.
  - 3.5.5 Refill propane and nitrogen tanks as needed.
  - 3.5.6 Record propane and nitrogen tank levels on a monthly basis and advise County staff of results.
  - 3.5.7 Confirm proper functioning of the Variable Frequency Drive ("VFD") on a monthly basis, if provided. Notify County staff, via email, in the event VFD is not functioning properly.
  - 3.5.8 Verify proper functioning of the control panel and electronics on a monthly basis. Notify County staff, via email, in the event control panel or electronics are not functioning properly.
  - 3.5.9 Rotate isolation and header valves to fully open and closed positions on a quarterly basis to ensure valves are functioning properly.
  - 3.5.10 Clean flame arrestors annually or when an increase in differential pressure occurs.
  - 3.5.11 Test and clean thermocouples as required by manufacturer.
  - 3.5.12 Inspect and clean UV scanners, if provided, on a quarterly basis or as required by manufacturer.
  - 3.5.13 Inspect and clean igniters as required by manufacturers.
  - 3.5.14 Inspect electrical/pneumatic equipment on a quarterly basis or as needed.
  - 3.5.15 Change filters as required by manufacturers or more frequently as needed.
  - 3.5.16 Perform other maintenance services that are recommended by each manufacturer of the equipment.

#### **4. Routine Repair Services**

- 4.1 In addition to routine maintenance, Contractor shall be responsible for providing necessary labor, equipment, and tools to repair or replace defective equipment as needed. Prior to replacing or repairing the equipment, Contractor will advise County of problems and any associated costs for replacement or repair and assist in determining whether any defective equipment should be handled under the equipment warranty.
- 4.2 Perform minor repairs as necessary to ensure continued smooth operation of the GCCS. Minor repairs shall consist of, but not be limited to:
- 4.2.1 Sample port replacement as needed.
  - 4.2.2 Repair of detached hoses and wellhead piping.
  - 4.2.3 Change of orifice plate size, if needed, so that each PV and EW LFG is withdrawn efficiently.
  - 4.2.4 Tightening of any PV and EW hoses, piping, pipe connections, clamps, etcetera.
  - 4.2.5 Replacement of PW and EW identification labels as needed.

#### **5. Non-Routine Services**

Contractor shall perform non-routine services on an as-needed basis. Non-routine services shall include, but not be limited to:

- 5.1 Repair or replacement of equipment or piping that can be scheduled in advance and is not an emergency.
- 5.2 A range of minor repairs, such as broken wellheads and piping, to complete overhaul of equipment components.
- 5.3 Non-routine services may also consist of recommendations made by Contractor concerning the efficiency of the GCCS system. These special assignments will be authorized and prioritized by County before any work is authorized and performed by Contractor, through the issuance of a Task Order, as further described below and in Exhibit A-1 Contractor shall make every effort to schedule regular non-routine services during monthly visits to the site in order to minimize "downtime," if any, of the GCCS.

## **6. Non-Routine Emergency Services**

- 6.1 Non-routine emergency services shall be provided on a Task Order basis as further described below and in Exhibit A-1. Contractor shall provide a schedule and associated fees to complete the services. No services will be performed until an approved Task Order has been executed by both Parties. Once approved, Contractor shall be responsible for obtaining all necessary equipment, tools, labor and materials needed to complete the services assigned in the Task Order.
- 6.2 Upon discovery of the need for non-routine emergency services, Contractor shall advise County and perform the services upon issuance of an approved Task Order. Emergency non-routine services shall consist of necessary equipment replacement or repairs that must be completed within forty-eight (48) hours to minimize downtime of the GCCS and address health and safety issues. Costs and schedule for repairs or replacements will be mutually agreed upon via approved Task Order.

## **7. Deliverables**

Contractor shall provide the following deliverables in hard copy and electronic format delivered either via email or File Transfer Protocol web-based access/web-based file share site, as file size allows and as mutually agreed upon by County and Contractor.

- 7.1 All maintenance, calibrations, and repairs performed by Contractor will be recorded in a field logbook for reference. The field logbook will be kept in the GCCS control panel. Data from the continuous recorder, at the blower/flare facility, will be downloaded into electronic files and submitted to County's designated staff on a monthly basis. Any noted problem areas, along with recommendations, will be submitted to County, using a method mutually agreed upon by both Parties, within forty-eight (48) hours of data collection.
- 7.2 A monthly report detailing the past month's activities, all collected data, and recommendations on problem areas or equipment. The report will be submitted by the 15th day of the following month to County. All shutdowns, startups, and malfunctions that occurred during the month will be noted in the field logbook and will be included in the monthly report submitted to County.

## 8. Task Order Process

- 8.1 All Non-Routine and Non-Routine Emergency Services shall be performed by Task Order. County shall make reasonable efforts to generally provide at least 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 five (5) day schedule, Monday through Friday, forty (40) hours per week, unless otherwise agreed by both Parties.
- 8.2 County's Project Manager shall request the services of Contractor for individual or multiple projects through a written Request for Quote(s). Each Request for Quote(s) shall identify the services required, generally describe the project and provide a timeline for project completion. A Request for Quote(s) may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample Task Order is provided as Exhibit B.
- 8.3 Upon the County's issuance of a Request for Quote(s), Contractor shall provide a written, itemized Quote for the task(s), and/or services requested by Project Manager ("Quote"). The Quote shall provide, in writing, the billing classification and hourly rate to complete the Task Order. Cost shall conform to the rates proposed by Contractor and agreed to by County as a not-to-exceed fixed price. 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 Quotes shall be considered incidental to this Agreement and not compensable.
- 8.4 If Contractor's Quote is signed by Contractor and acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). After receipt of the Approved Task Order, County and Contractor shall schedule the services. Contractor is authorized to begin work on any particular phase/task only upon receipt of the Approved Task Order. Contractor shall comply with the Task Order. Task Orders shall be numbered sequentially (TO1, TO2, etc.)
- 8.5 If the Project Manager determines the Contractor is likely unable to provide 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. An Approved Task Order shall be adjusted only upon the written agreement of the County after 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. Any modifications to the maximum amount for the Approved Task Order shall be agreed upon by County, in writing, prior to Contractor continuing the performance of services. Identifying modifications to Task Orders shall follow the previous nomenclature with letters following the Task Order number (TO1A, TO1B, etc.) Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor, unless the County agrees in writing that the natural phenomena was beyond the reasonable anticipation and control of the Contractor.
- 8.6 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. Costs for any sub-contractors are the responsibility of the Contractor.

- 8.7 The Agreement will 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 project. County's issuance of a written Request for Quote(s) 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 Quote(s) as needed.

**SECTION B. TERM:** The term of this Agreement shall commence October 1, 2025, and shall continue through September 30, 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 FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000.00), 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 Exhibits A-1 and A-2 attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and 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 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.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

**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 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:

Armando Gabaldon  
Environmental Services Manager  
Incorporated County of Los Alamos  
3701 East Jemez Road  
Los Alamos, New Mexico 87544  
E-mail: armando.gabaldon@losalamosnm.gov

Contractor:

Jason Lewallen  
Vice President  
SCS Field Services  
3900 Kilroy Airport Way, Suite 300  
Long Beach, California 90806  
E-mail: jlewallen@scsengineers.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:** 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 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.

**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**

**SCS FIELD SERVICES, A VIRGINIA CORPORATION**

By: \_\_\_\_\_  
**JASON LEWALLEN** **DATE**  
**VICE PRESIDENT**

**Exhibit A-1**  
**Compensation Rate Schedule**  
**AGR26-19**

Compensation shall be paid in accordance with the Rate Schedule shown below:

<b>COST CATEGORY</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
<u>Routine Monitoring Services</u>  Including: Additional Monthly Passive Vents and Quarterly Probes  *Annual Cost*	\$46,800.00	\$48,204.00	\$49,650.00	\$51,140.00	\$52,674.00	\$54,254.00	\$55,882.00
<u>Routine Maintenance Services</u>  *Annual Cost*	\$4,200.00	\$4,326.00	\$4,456.00	\$4,589.00	\$4,727.00	\$4,869.00	\$5,015.00
<b>Not to Exceed Amount (Routine Monitoring and Maintenance Services)</b>						<b>\$390,786.00</b>	
<u>Non-Routine Services</u> Hourly Rate During Normal Business Hours	\$175.00	\$180.00	\$186.00	\$191.00	\$197.00	\$203.00	\$209.00
<u>Non-Routine Services</u> Hourly Rate Outside of Normal Business Hours, including Weekends & Holidays	\$210.00	\$216.00	\$223.00	\$229.00	\$236.00	\$243.00	\$251.00

Non-Routine Emergency Services Hourly Rate During Normal Business Hours	\$190.00	\$196.00	\$202.00	\$208.00	\$214.00	\$220.00	\$227.00
Non-Routine Emergency Services Hourly Rate Outside of Normal Business Hours, including Weekends & Holidays	\$225.00	\$232.00	\$239.00	\$246.00	\$253.00	\$261.00	\$269.00
<b>Not to Exceed Amount (Non-Routine and Non-Routine Emergency Services)</b>						<b>\$84,214.00</b>	

**Not to Exceed Amount (Routine Monitoring and Maintenance):** **\$390,786.00**

**Not to Exceed Amount (Non-Routine and Non-Routine Emergency Services):** **\$84,214.00**

**Total Not to Exceed Amount:** **\$475,000.00**

Compensation for **Non-Routine and Non-Routine Emergency Services** shall be paid as follows:

When scheduled non-routine services are needed, Contractor shall provide County with a time-and-materials/not-to-exceed or fixed fee estimates for specific corrective repairs or maintenance work. County shall issue a Task Order as described in Section A(8). No work shall be performed until County has authorized the Task Order.

When unscheduled emergency non-routine services are needed, services shall be provided on a Task Order basis. Contractor shall provide a schedule and associated fees to complete the services. No work shall be performed until County has authorized the Task Order.

Once authorization has been received, Contractor shall be responsible for obtaining all necessary equipment, tools, labor and materials needed to complete the work.

**\*Travel Guidelines:**

Contractor travel costs must be accompanied by receipts for all travel expenses 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 or a minimum of \$0.45 per mile.
5. Truck usage shall be reimbursed at \$25.00 per hour.
6. Hotel or motel lodging, not to exceed \$250.00 base rate per night excluding tax.
7. Meals, per Los Alamos County Travel Policy, currently \$90.00 per diem daily for multi-day travel, or up to \$40.00 daily for one day travel.
8. Internet connectivity charges.
9. Any other reasonable costs directly associated with conducting business with County.
10. 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 unreimbursable.

Travel Expenses not allowed are as follows:

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

## Exhibit A-2 Compensation Rate Schedule AGR26-19

### SCS Field Services Equipment Fee Schedule

Description	2025-2026 Rate (Each/Day)	2026-2027 Rate (Each/Day)	2027-2028 Rate (Each/Day)	2028-2029 Rate (Each/Day)	2029-2030 Rate (Each/Day)	2030-2031 Rate (Each/Day)	2031-2032 Rate (Each/Day)
GEM 5000	\$ 198.00	\$ 203.94	\$ 210.06	\$ 216.36	\$ 222.85	\$ 229.54	\$ 236.42
SEM 500 / TVA 2020	\$ 214.00	\$ 220.42	\$ 227.03	\$ 233.84	\$ 240.86	\$ 248.08	\$ 255.53
FLIP Si2 Acoustic Leak Detector	\$ 250.00	\$ 257.50	\$ 265.23	\$ 273.18	\$ 281.38	\$ 289.82	\$ 298.51
Dewatering Pump (Trash Pump)	\$ 61.00	\$ 62.83	\$ 64.71	\$ 66.66	\$ 68.66	\$ 70.72	\$ 72.84
Drager Detector Tubes/Pump	\$ 28.00	\$ 28.84	\$ 29.71	\$ 30.60	\$ 31.51	\$ 32.46	\$ 33.43
Pipe Laser	\$ 66.00	\$ 67.98	\$ 70.02	\$ 72.12	\$ 74.28	\$ 76.51	\$ 78.81
Water Level Indicator	\$ 28.00	\$ 28.84	\$ 29.71	\$ 30.60	\$ 31.51	\$ 32.46	\$ 33.43
Water Level Meter w/ Temperature	\$ 61.00	\$ 62.83	\$ 64.71	\$ 66.66	\$ 68.66	\$ 70.72	\$ 72.84
1-4 Fusion Machine	\$ 145.00	\$ 149.35	\$ 153.83	\$ 158.45	\$ 163.20	\$ 168.09	\$ 173.14
2-6 Fusion Machine	\$ 200.00	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10	\$ 231.85	\$ 238.81
2-8 Fusion Machine	\$ 255.00	\$ 262.65	\$ 270.53	\$ 278.65	\$ 287.00	\$ 295.61	\$ 304.48
4-12 Fusion Machine	\$ 500.00	\$ 515.00	\$ 530.45	\$ 546.36	\$ 562.75	\$ 579.64	\$ 597.03
6-18 Fusion Machine	\$ 740.00	\$ 762.20	\$ 785.07	\$ 808.62	\$ 832.88	\$ 857.86	\$ 883.60
Sidewinder Fusion Machine	\$ 250.00	\$ 257.50	\$ 265.23	\$ 273.18	\$ 281.38	\$ 289.82	\$ 298.51
Electrofusion Processor Machine	\$ 245.00	\$ 252.35	\$ 259.92	\$ 267.72	\$ 275.75	\$ 284.02	\$ 292.54
Leister Extrusion Welding Gun	\$ 211.00	\$ 217.33	\$ 223.85	\$ 230.57	\$ 237.48	\$ 244.61	\$ 251.95
Leister Extrusion Welding Gun (Large)	\$ 590.00	\$ 607.70	\$ 625.93	\$ 644.71	\$ 664.05	\$ 683.97	\$ 704.49
Isolation Pinch-off Tool	\$ 200.00	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10	\$ 231.85	\$ 238.81
Pitot Tube and Gauges	\$ 17.00	\$ 17.51	\$ 18.04	\$ 18.58	\$ 19.13	\$ 19.71	\$ 20.30
Downhole Video Camera System	\$ 270.00	\$ 278.10	\$ 286.44	\$ 295.04	\$ 303.89	\$ 313.00	\$ 322.39

**General Terms:**

Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs will be calculated and billed on a per task order basis.

**Exhibit B  
AGR26-19  
Sample Task Order**

COUNTY OF LOS ALAMOS PUBLIC WORKS DEPARTMENT ("PW")

Contractor Name SERVICES

AGREEMENT: AGR26-19

Task Order No.: X

**Date Prepared:** *Month, Day, Year*

**Task Order Project Title:** Name

**Job Cost #:** ~~XX-####~~ *This is a PW completed value telling admin where to charge the cost.*

**Task Order PW Project Manager:** Name *This is a PW item for identifying the PW project manager.*

**Phone:** (###) ###-####

**Email:** name@lacnm.us

**Task Order PW Contact:** Name

**Phone:** (###) ###-####

**Email:** name@lacnm.us

**Scope of Work:**

*This is usually a list of line items from the contract or new items required specific to the individual task. In a spreadsheet / table format similar to the "Total Cost" spreadsheet below.*

RFP26-19 Landfill Methane Monitoring and Maintenance Services  
Page 16 of 18  
Template Version: 20250321



**Start Work Date: ##/##/####**

**Complete Work By: ##/##/####**

**Estimated Total Cost: (not to exceed amount): \$ 0.00**

**GRT: \$ 0.00**

**Final Estimate: \$ 0.00**

Current Agreement Total Value	\$	GRT	\$ 0.00
Total Value of all Task Orders to date, including this task order	\$ 0.00	GRT	\$ 0.00
Remaining Agreement Total Value	\$	GRT	\$ 0.00

**Exhibit C**  
**Confidential Information Disclosure Statement**  
**AGR26-19**

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>	Jason Lewallen	Armando Gabaldon
<b>Title:</b>	Vice President	Environmental Services Manager
<b>Address:</b>	3900 Kilroy Airport Way, Suite 300	3701 East Jemez Road
<b>City/State/Zip:</b>	Long Beach, California 90806	Los Alamos, New Mexico 87544
<b>Email:</b>	<a href="mailto:jlewallen@scsengineers.com">jlewallen@scsengineers.com</a>	<a href="mailto:armando.gabaldon@losalamosnm.gov">armando.gabaldon@losalamosnm.gov</a>

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.