



AGR24-47

**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 **Molzen-Corbin & Associates, Inc.**, a New Mexico corporation (Contractor), collectively (the Parties), to be effective for all purposes March 27, 2024 (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. 24-47 (RFP) on January 14, 2024, requesting proposals for Bayo Non-Potable Booster Rehabilitation Engineering Services, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated February 8, 2024 ("Contractor's Response"); and

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

**WHEREAS**, the Board of Public Utilities approved this Agreement at a public meeting held on March 20, 2024; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on March 26, 2024; 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 professional engineering services for a variety of electric and mechanical upgrades to the Bayo Non-Potable Booster Station in the Los Alamos County water production system (hereafter "Services"). Contractor shall provide all experienced and properly licensed and registered staff to carry out the Services as required by the State of New Mexico or local governing body.
2. **Project Kick-Off.** Contractor shall, within ten (10) business days from the Effective Date of this Agreement, schedule a kick-off meeting with designated County staff ("Project Team") at a date, time, and in a format to be agreed upon by both Parties. During the kick-off meeting, the Project Team shall:
  - a. Establish a mutually agreed upon Project Schedule to accomplish key tasks with durations for each task conforming substantially to the Contractor's proposed Project Schedule shown in Exhibit A attached hereto and made a part hereof for all purposes, and with all

Services and Deliverables, specifically 100% bid documents approved by the New Mexico Environment Department (NMED), as indicated by the deliverables described in Section A, 4 (below) of this Agreement scheduled for completion no later than September 1, 2024.

- b. The Parties, in the kick-off meeting, shall discuss and set out in writing the following:
  - i. Scope of work by Contractor;
  - ii. Roles and responsibilities of Contractor and County;
  - iii. Contractor design approach and comments by County;
  - iv. Project schedule
  - v. Equipment lead-times and effects on construction schedule;
  - vi. New Mexico Finance Authority ("NMFA") NMED review requirements;
  - vii. Sole-source components: Benshaw, programmable logic controllers (Allen Bradley), and Miox; and
  - viii. Alternative procurement options.

### 3. Design Services.

- a. Pursuant to the Project Schedule, Design Exterior Upgrades/Repairs for Non-Potable Booster Station to include:
  - i. Size and relocate transformer;
  - ii. Install new primary power feed from pole to transformer;
  - iii. Install new meter, power panel, and disconnect;
  - iv. Install new secondary power from transformer into booster station disconnect (480V);
  - v. Design new lightning protection for booster station building;
  - vi. Add exterior LED lighting that will shine down at both entrances and on the north side of the building; and
  - vii. Replace rain gutters and down spouts.
- b. Pursuant to the Project Schedule, Design Interior Upgrades/Repairs for Non-Potable Booster Station to include:
  - i. New chlorination system to chlorinate the effluent water from the Los Alamos Wastewater Treatment Plant. The design shall include all necessary controls, metering, chemical feed equipment, solution piping, and control wiring. The system shall be a Miox system with dosing pumps for 700 gpm; design for 1000 gpm. (A factory test on the chlorination system and chlorination injection system to operate as one unit will be required.)
  - ii. A new Human Machine Interface (HMI) Supervisory Controls And Data Acquisition (SCADA) system; the new SCADA system shall include an Allen Bradley 5000 series controller to fiber node.
  - iii. New chlorination system shall be incorporated into the new SCADA system.
  - iv. New Benshaw Motor Control Center (MCC) cabinet with two (2) Hand-Of-Auto (HOA) switches and controls.
  - v. New 208/120 v panel (200 Amp or sized to fit all loads).
  - vi. New leads to motors from MCC's accordingly.
  - vii. New circuits for Miox generator and dosing pumps. Station circuits to include lighting, fans/louvers, heating, and outlets.
  - viii. Analyze the Heating Ventilating and Air Conditioning (HVAC) system for handling chlorine gases.
  - ix. New discharge isolation valve.
  - x. New pressure gauges with isolation valves

- xi. New air release/vacuum valves and isolation valves
  - xii. Replacement of two (2) new exterior pump isolation valves upstream of pumps.
  - xiii. Replacement of interior gate valves and check valves downstream of the pumps.
  - xiv. Reuse electrical conduits, if possible. Remove rigid conduits that are not in use.
  - xv. Brine and chlorine tanks will be reused.
  - xvi. Paint the building interior and repair walls as needed.
  - xvii. Installation of new double door and frame.
  - xviii. Evaluation of miscellaneous building features to be determined and scoped by Engineer.
  - xix. Evaluate surge protection needs and address needs in design.
4. Deliverables. Contractor shall, pursuant to the Project Schedule provide to the County's Project Manager the following:
- a. Project Design-50% Completion. Contractor, pursuant to the Project Schedule, shall submit, for County's review and approval, project drawings, a design analysis report, technical specifications, and preliminary opinion of cost, for the electrical and mechanical work at the 50% complete stage.
  - b. Project Design-90% Completion. Contractor, pursuant to the Project Schedule, shall submit for County's review and approval, the complete construction drawings, supplemental technical specifications, and opinion of cost for the Contractor's 90% submittal.
  - c. Project Design-100% Completion. Contractor, pursuant to the Project Schedule, shall submit for County's review and approval, the complete construction drawings, supplemental technical specifications, and final opinion of cost for the Contractor's 100% submittal.
  - d. Contract and Design Services. Contractor shall provide within the design, a Plan Development, General Sheets, Architectural Sheets, Mechanical Sheets, Process Layout Sheets (including Chlorinator Equipment and Appurtenances), and Electrical Sheets within the design. The design services shall also include the front-end documents as well as the supplemental technical specifications.
  - e. Booster Motor Controls. Contractor shall prepare drawings and technical specifications according to the preferred motor controls equipment, which are the Benshaw Motor Controls equipment and the Allen Bradley Programmable Logic Controllers (PLC) Series. All controllers shall be soft start and shall be sized according to the motor size at each location. Contractor shall inventory motor size and specification for the Benshaw representative to size the motor controls equipment. Contractor shall analyze the electrical main distribution power to the controls to determine if new main disconnect means will be necessary as well as over current protection devices.
  - f. Supervisory Controls And Data Acquisition (SCADA) Design. Contractor shall prepare drawings and technical specifications to furnish and install SCADA equipment (PLC Display & Communication Equipment). Based on specified equipment, Contractor shall prepare an I/O (INPUT/OUTPUT) list and (Piping & Instrumentation Diagrams (P&ID) list. Contractor shall coordinate with County and existing SCADA vendor, Allen Bradley PLC Series 5000 Compact Logics Controller, to prepare the P&ID list and ensure the equipment specified and engineered is compatible with the new SCADA system. Integration of the new equipment into the County's SCADA system is an integral part of the scope of the Project.
  - g. New Mexico Environment Department Ground Water Quality Bureau (NMED-GWQB), New Mexico Environment Department Construction Programs Bureau (NMED-CPB) and

New Mexico Finance Authority (NMFA) Approval. Contractor shall, pursuant to the Project Schedule, coordinate and secure any necessary written approvals and permits from NMED-CPB, NMED-GWQB and NMFA, and prepare and submit all items required for approval by these agencies prior to bidding the Project, which may include but is not limited to a design analysis report, specifications construction drawings, engineering drawings and other items required.

- h. Bidding Phase Engineering Services. Contractor, pursuant to the Project Schedule, shall:
- i. Prepare bid sheet and scope of work for invitation for bids;
  - ii. Prepare responses to technical questions received during bidding associated with the plans and specifications to be included in the addendums;
  - iii. Assist County in evaluating bids received in accordance with all applicable County procurement laws, regulations, and procedures; assign Contractor's Project Team staff to serve on the County's Evaluation Committee; and provide written recommendation of award to the successful contractor as required by the funding agency.
- i. Construction Phase Engineering Services. Contractor shall, pursuant to the Project Schedule, or as may be determined by mutual written agreement:
- i. Provide engineering services during construction for the project including, but not limited to, administering and addressing Requests for Information (RFI), submittal review and approval, preparation of as-built drawings and shop drawings, participate in at least 10 (ten) construction coordination meetings with the later selected contractor and County throughout the period of project construction and start-up.
  - ii. Perform at least 4 (four) site inspections at critical junctures identified by County staff during Project meetings, and agreed upon by both Parties, and site inspections at start-up and commissioning of new equipment as installed by the later selected construction contractor.
  - iii. Perform construction coordination with the County and compile Operation and Maintenance manuals and provide the manuals to the County at the end of the project.
  - iv. Contractor shall prepare a New Mexico Construction Industries Division (CID) application and submit plans and specifications for CID review as well as coordinate with the later selected construction contractor for final inspection.

**SECTION B. TERM:** The term of this Agreement shall commence March 27, 2024, shall continue through December 31, 2026, 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 **THREE HUNDRED THIRTEEN THOUSAND NINE HUNDRED THIRTY AND NO/100 DOLLARS (\$313,930.00)**, which amount does not include applicable New Mexico gross receipts taxes ("NMGR") Compensation shall be paid in accordance with the rate schedule set out in Exhibit B, 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 NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, 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:** With a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) each claim, with a ONE MILLION DOLLARS (\$1,000,000.00) annual aggregate, and sufficient to provide coverage for a three (3) year period from completion of this contract, against any and all claims which may arise from the contractor's negligent performance of work described herein.

**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.

**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 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 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 above. 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:** 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:

Michelle Martinez, Project Manager, DPU  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 130  
Los Alamos, New Mexico 87544

Contractor:

Daniel Gonzales, PE, Vice President  
Molzen Corbin  
2701 Miles Road, SE  
Albuquerque, New Mexico 87106

With a copy to:

County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544

**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. MODIFICATION OF CONTRACT AND CHANGE ORDERS:** This Agreement may be modified only by mutual written consent of the parties. County may at any time, as the need arises, order changes within the Project without invalidating this Agreement. If such changes increase or decrease the costs of the Project, or the time required for completion of the Project, an equitable adjustment to the amount of compensation due and/or times for completion of the Project shall be authorized by the Change Order, attached as Exhibit C, as mutually agreed to by County and Contractor. Only the County Utilities Manager shall have authority to authorize such Change Orders on behalf of the County.

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

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

**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 D. 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.

**SECTION AE. 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**

*Naomi D. Maestas*  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**BY:** *Philo Shelton* 3/27/2024  
**PHILO S. SHELTON, III, PE** **DATE**  
**UTILITIES MANAGER**

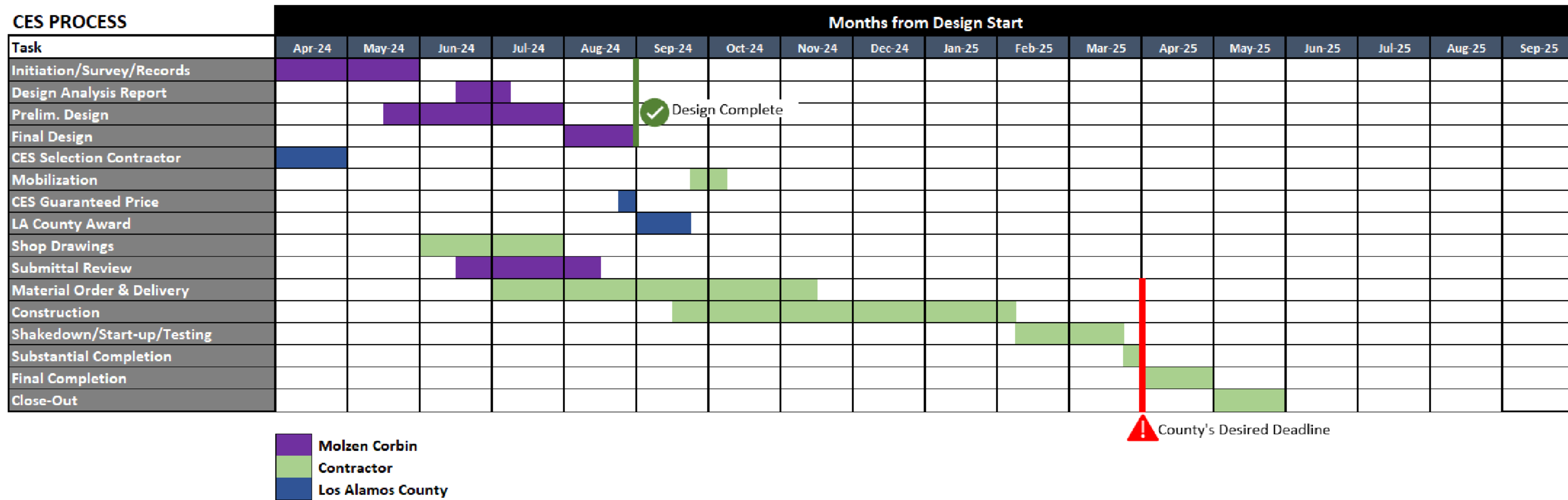
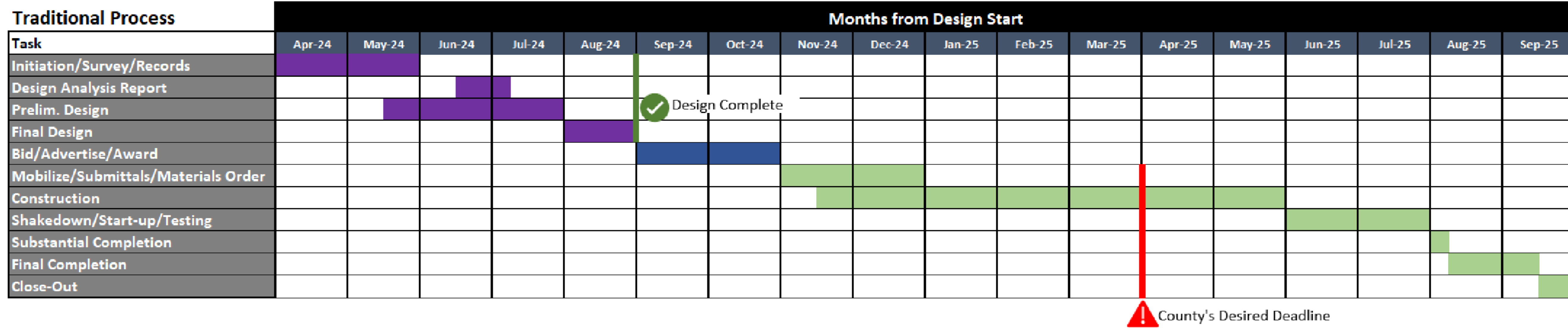
**Approved as to form:**

*Thomas Wyman, for* 3/27/2024  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**MOLZEN CORBIN AND ASSOCIATES, INC.**  
**A NEW MEXICO CORPORATION**

**BY:** *Kevin W. Eades* 3/28/2024  
**KEVIN W. EADES, PE** **DATE**  
**PRESIDENT AND CHIEF EXECUTIVE OFFICER**

## Exhibit A AGR24-47 Project Schedule



**Exhibit B  
Compensation Rate Schedule  
AGR24-47**

<b>Breakdown of Hours by Phase and Department</b>						
<u>Hours</u>	Architectural Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	Admin. Hours	Total Hours
50% Design	68.00	214.00	12.00	436.00	46.00	776.00
90% Design	35.00	101.00	8.00	144.00	25.00	313.00
100% Design	17.00	25.00	7.00	50.00	10.00	109.00
Bidding/Award	7.00	29.00	3.00	11.00	9.00	59.00
Construction Admin. Services	51.00	184.00	13.00	128.00	2.00	378.00
Total	178.00	553.00	43.00	769.00	92.00	1,635.00
<b>Breakdown of Fees by Phase and Department</b>						
<u>Cost</u>	Architectural Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	Admin. Fees	Total Fees
50% Design	\$10,175.00	\$37,800.00	\$1,840.00	\$71,805.00	\$4,600.00	\$126,220.00
90% Design	\$5,265.00	\$17,735.00	\$1,100.00	\$23,975.00	\$2,500.00	\$50,575.00
100% Design	\$2,665.00	\$4,525.00	\$915.00	\$7,660.00	\$1,000.00	\$16,765.00
Bidding/Award	\$1,020.00	\$6,110.00	\$365.00	\$1,825.00	\$900.00	\$10,220.00
Construction Admin. Services	\$7,340.00	\$35,275.00	\$1,645.00	\$21,080.00	\$200.00	\$65,540.00
Total	\$26,465.00	\$101,445.00	\$5,865.00	\$126,345.00	\$9,200.00	\$269,320.00
<b>TOTAL SUBS-BASIC FEE</b>						<b>\$16,500.00</b>
<b>TOTAL OTHER DIRECT EXPENSES**</b>						<b>\$3,110.00</b>
<b>TOTAL Project Amount</b>						<b>\$288,930.00</b>
<b>Contingency-Not to exceed \$25,000.00*</b>						<b>\$25,000.00</b>
<b>Total with Contingency, Exclusive of NMGRT, Total Not to Exceed</b>						<b>\$313,930.00</b>

\* Any work needed, authorized by County, and performed against the contingency amount shall be in conformance with the hourly rates provided in the Compensation Rate Schedule sheet above, and shall comply with the requirements of SECTION X. MODIFICATION OF CONTRACT AND CHANGE ORDERS.

\*\*

<b>Other Direct Expenses</b>	<b>Cost</b>	<b>Quantity</b>	<b>Cost</b>	
In-House Copies	\$0.11	350.00	\$38.50	
In-House Color Copies (8 ½ x 11)	\$1.00	250.00	\$250.00	
In-House copies (11 x 17)	\$2.00	400.00	\$800.00	
In-House Large Format Plots	\$3.00	40.00	\$120.00	
Commercial Copies	\$0.06		\$0.00	
Commercial Prints	\$1.02		\$0.00	
Commercial Color Copies	\$1.50		\$0.00	
In-House or Commercial Mylars	\$10.50	20.00	\$210.00	
Mileage	\$0.655	2000.00	\$1,310.00	
Lodging-Per Diem	\$98.00		\$0.00	
Meals – Per Diem (per person er day)	\$59.00		\$155.00	
Supplies			\$226.50	
<b>Total</b>				<b>\$3,110.00</b>

**Exhibit C  
Sample Change Order  
AGR24-47**

Change Order No.: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

Name of Project: **Incorporated County of Los Alamos**

**Contractor:**

**The following changes are hereby made to the Contract Documents:**

JUSTIFICATION:

**CHANGE TO CONTRACT PRICE:**

Original Price \$ \_\_\_\_\_

Current Contract Price adjusted by previous Change Order \$ \_\_\_\_\_

The Contract Price due to this Change Order will be (\_\_\_\_\_) by: \$ \_\_\_\_\_

The new Contract Price, including this Change Order will be \$ \_\_\_\_\_

**CHANGE TO CONTRACT TIME:**

**FINAL COMPLETION**

Original Contract Time \_\_\_\_\_ calendar days.

Current Contract time adjusted by previous Change Order(s) \_\_\_\_\_ calendar days.

The Contract Time will be (\_\_\_\_\_) by \_\_\_\_\_ calendar days.

New Contract Time including this Change Order will be \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date)

**Exhibit D**  
**Confidential Information Disclosure Statement**  
**AGR24-47**

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:** Molzen Corbin  
2701 Miles Road  
Albuquerque, New Mexico 87106  
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**County:** Department of Public Utilities  
100 Central Avenue, Suite 130  
Los Alamos, New Mexico 87544

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.