

AGR22-26



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 **Alpha Southwest, Inc.**, a New Mexico corporation ("Contractor"), collectively "parties", to be effective for all purposes July 1, 2022.

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-26 ("RFP") on October 24, 2021, requesting proposals for Water Systems Well and Booster Station Pump Systems - Operation, Maintenance and Training Services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated November 30, 2021 ("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 February 16, 2022; and

WHEREAS, the County Council approved this Agreement at a public meeting held on February 22, 2022; and

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

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

SECTION A. SERVICES: The following are the scope of services to be provided by Contractor:

1. **Project Kick-Off Meeting:** The Contractor shall, within ten (10) business days from the Effective Date of this Agreement host a virtual or on-site kick-off meeting, as determined by the County's Project Manager, with the County's designated Department of Public Utilities ("DPU") staff ("Project Staff"). As part of the kick-off meeting, the parties shall:
 - a. Introduce and assign Contractor and County project team members and Project leads ("Project Staff").
 - b. Establish a mutually agreed upon Project Schedule that includes deliverable due dates, Project Milestones, and communication protocols. Contractor shall provide a written memorandum to the County's Project Staff within five (5) business days from the date of the kick-off meeting outlining the final agreed-upon Project Schedule. The Project Schedule may be modified by mutual written agreement of the parties.
 - c. Discuss the scope of work, planning assumptions, and Project progression to meet County identified schedule dates.

- d. Identify data transfer methods between Contractor and Project Staff related to the performance of this Agreement.
2. Field Inspection Forms. Pursuant to the Project Schedule, Contractor shall, in consultation with DPU Project Staff, create, develop, and provide standardized field inspection form(s) ("inspection form") for use by County and Contractor in inspection and condition assessment of water well sites including water well head, equipment, piping, electrical systems, SCADA, and related devices and equipment, including booster station systems and components. The inspection form shall also include written Standard Operating Procedures ("SOP") for conducting annualized inspections. The inspection forms shall be capable of use for annual, semi-annual, monthly, weekly and/or daily inspections. In addition to developing inspection forms, Contractor shall assist DPU in creating SOPs for various systems, processes and procedures in the DPU wells and booster station system including but not limited to, the operation, maintenance, and annual inspection of DPU wells and booster stations.
3. Annual Inspections. Pursuant to the Project Schedule, Contractor shall provide the necessary materials and staffing necessary to conduct the annual scheduled inspection of every well station and booster station locations in the County's water systems. See **Exhibit "A"** attached hereto. The inspections shall include the following services:
- a. Contractor shall complete an annual inspection and record its findings, results, and recommendations on an inspection form for each station including the assessment of the condition of each of DPU's water wells and booster stations including its operational systems and pumping and motor components and controls. Contractor shall verify that each station is operating properly.
 - b. Contractor shall assess, determine, and report on whether well and booster systems' maintenance is being performed in accordance with stated manufacturer recommendations and industry standards for each station. Contractor shall inspect and report on the condition and necessary corrective actions, if any, on the following:
 - i) mechanical conditions including pumps, seals, valves, fittings and piping;
 - ii) electrical conditions including electrical service entrance, motor control center(s), lights, fans, wiring loads and condition, conduits, and terminations;
 - iii) Control and Supervisory Control and Data Acquisition ("SCADA") not directly related to proprietary HSQ equipment or programming of human machine interface ("HMI") screen view(s), programming, field devices, communications, wiring, conduit and terminations); and
 - iv) Contractor shall complete, record, and provide to DPU each well's flow rate testing and discharge pressure for each pump or motor. Contractor shall provide a report to the DPU Project Manager showing the flow rate and discharge pressure in comparison to the pump/motor design value or performance standard.
 - c. Contractor shall provide water well and booster station evaluations and performance recommendations based on the equipment installed manufacturer specifications and recommendations and pursuant to industry standard practices for operation and maintenance procedures for the installed equipment.
 - i) Mileage, and any per-diem expenses, for the annual scheduled inspections shall be included in the per station charge as found on **Exhibit "A"**.
 - d. The annual scheduled inspection(s) are to be recorded on the inspection forms. The completed inspection form shall be provided to the County's Project Manager pursuant to the agreed upon Project Schedule timelines. The Contractor shall maintain a copy of each completed annual inspection form pursuant to the terms of this Agreement. Contractor may provide the completed annual inspection forms electronically to County along with

- associated photographs, diagrams, schematics, or related supplemental information, if applicable.
- e. Minor adjustments and/or repairs found at the well site and or booster station during the annual inspection shall be performed by the Contractor as approved by the DPU Project Manager.
4. Pursuant to the Project Schedule, Contractor shall provide the materials, labor and equipment to conduct annual well and or booster station training services.
 - a. Contractor shall develop, coordinate and complete one seven (7) hour day training per year to be scheduled between DPU and Contractor. If necessary, and agreed upon between both the parties, additional training may be provided by Contractor.
 - b. Training location shall be on site at the County using a combination of classroom and or field setting(s) at a specific well or booster station.
 - c. Contractor's topics shall be developed in coordination of the parties and include, but not be limited to, mechanical, electrical, and SCADA systems' purposes, designs, functions, controls, operations, maintenance, and safety.
 - i) Training day shall include a one-hour sit-down lunch for informal discussion of training topics as a group. Lunch provided by the DPU.
 - ii) Training materials, handouts, presentation equipment and hands-on displays shall be provided by Contractor.
 - iii) Mileage for the annual training day shall be included in the per day charge.
 5. During the Term of this Agreement the Contractor shall assist DPU, when requested in writing by DPU in the development of well or booster station projects such as providing DPU with recommendations regarding well pumps, controls, and field device capacity, functionality and appropriateness and shall review plans and specifications as provided by County and make recommendations based on discussions between Contractor and DPU.
 6. Procedure for Authorizing and Scheduling On-Call Non-Emergency or Emergency Work: County shall request a written quote from Contractor for emergency call-out services, and upon County's acceptance of the quote, County shall schedule work by phone call from County Project Manager to Contractor, to be followed up in writing by County Project Manager or designee via email within two (2) business days. The costs for the Non-Emergency and Emergency Services are provided as a per hour fee in **Exhibit "A"**. For the purposes of this Agreement and **Exhibit "A"**, "On-Call Emergency Services" are those services designated as Emergency Services by County staff and require response from Contractor within forty-eight (48) hours, including weekends, and state and federal holidays. "On-Call Non-Emergency Services" are those services designated as Non-Emergency Services by County staff, which require response within five (5) business days, and which excludes weekends, state and federal holidays. Contractor shall be entitled to the mileage rate in **Exhibit "A"** for On-Call Emergency and Non-Emergency service requests.
 7. Contractor shall provide the materials, labor, and equipment to conduct On-Call Emergency Services for well and booster stations at the pricing provided in **Exhibit "A"** and Exhibit "A-1". As part of the On-Call Emergency:
 - a. Contractor shall provide a rapid response into the field for onsite investigation, troubleshooting, and correction of wellsite or booster station problems in DPU's system. The DPU Notification shall be by phone call to the Contractor's designated On-Call Emergency contact.
 - b. Contractor's response time shall be within forty-eight (48) hours from the time and date of the DPU staff call.

- c. Contractor shall charge to DPU the On-Call Emergency rate per hour of services as provided in **Exhibit "A"**. The On-Call Emergency rate shall include Contractor's evaluation and inspection of the problem and recommendations for resolving the emergency condition. Services required to resolve problems identified by the evaluation, inspection and recommendations assessment described above shall be in accordance with the rates and costs as provided in **Exhibit "A-1"**. Any request for such work shall be in writing by DPU's Project Manager and shall be confirmed via email by Contractor on receipt of the requested On-Call services.
 - d. Contractor shall provide the following field work and services as part of the per On-Call Non-Emergency hourly rate and shall include adjustments and or repairs to well and booster station systems mechanical or electrical systems, components or field devices, to include, but not limited to:
 - i) Control and SCADA system problems directly related to any proprietary HSQ™ equipment or programming shall not be part of the emergency services portion of this Agreement; except to determine if any control or SCADA related field devices are functioning properly without communication problems.
 - ii) Control and SCADA components not directly related to any proprietary SCADA equipment or programming found to be not functioning properly shall be troubleshoot and adjusted or repaired by Contractor.
 - iii) Control and SCADA issues directly related to any proprietary SCADA equipment or programming which may be the cause of the problem shall be troubleshoot and repaired by DPU staff.
 - e. Work requested by the DPU designated emergency staff, shall be in writing and Contractor's staff shall communicate directly with DPU's designated emergency contact regarding status of the repairs, additional time and resources needed, and explanation of proposed actions to resolve the emergency condition.
 - f. Contractor's Emergency Response services are to be based on manufacturer's specifications and recommendations and meeting all industry standard practices for acknowledged water well and booster station operational and maintenance procedures.
 - g. Work beyond that included above shall be in accordance with the rates and costs as provided in **Exhibit "A-1"**. Any request for such work shall be in writing by DPU's Project Manager and shall be confirmed via email by Contractor on receipt of the requested On-Call services.
8. Contractor shall provide the materials, labor, and equipment to conduct **On-Call Non-Emergency services** for well and booster stations at the pricing provided in **Exhibit "A"** and **Exhibit "A-1"**. The On-Call Non-Emergency Services shall include:
- a. Response into the field for onsite investigation, troubleshooting, and correction of problems of the equipment and systems at any well or booster station in the DPU system. Notification shall be as provided above.
 - b. Contractor's response time is expected to be within five (5) business days, Monday through Friday, not including local, state, or federal holidays.
 - c. Contractor shall provide the following field work and services as part of the per hourly rate and shall include adjustments and or repairs to well and booster station systems mechanical or electrical systems, components or field devices, to include, but not limited to:
 - i) Control and SCADA system problems directly related to any proprietary SCADA equipment or programming shall not be part of the emergency services portion of this scope of work; except to determine if any control or SCADA related field devices are functioning properly with no communication problems.

- ii) Control and SCADA components not directly related to any proprietary SCADA equipment or programming found to be not functioning properly shall be troubleshooted and adjusted or repaired by Contractor.
 - iii) Control and SCADA issues directly related to any proprietary SCADA equipment or programming which may be the cause of the problem shall be troubleshooted and repaired by DPU staff.
 - d. Contractor shall provide in-the-field troubleshooting and systems evaluation. Assessments to verify systems are performing as expected, for the equipment installed, shall be based on manufacturer's specifications and recommendations and meeting all industry standard practices for acknowledged operational and maintenance procedures.
 - e. Where work is identified by Contractor that is beyond that contemplated under this Agreement, Contractor and DPU shall consult with the other to determine whether DPU will request the identified work as covered by this Agreement, and whether DPU will request the services of Contractor as provided herein.
9. Additional On-Call Services - Identified Well and Booster Station Work. As provided herein, if the Annual Inspection or On-Call Emergency or On-Call Non-Emergency identifies work necessary for proper well and booster system operations is required, DPU shall request in writing the services as identified in **Exhibit "A-1"**. Contractor shall receive written authorization from the designated and authorized DPU staff person to proceed with the proposed On-Call work for the work to be compensable.
10. Equipment Acquisition. From time-to-time County may request Contractor to procure components, parts and supplies which are compatible with existing wells and booster stations and compliant with DPU standards. Said components, parts, and supplies shall be supplied and invoiced by the Contractor as approved by County's Project Manager, components, parts, and supplies shall be billed at Contractor's cost as documented by invoice stating amount paid by Contractor plus the Admin. Fees for Equipment Acquisition shall be as provided in **Exhibit "A."** Contractor shall provide DPU with a 10% off list price for all materials.
11. Licenses and Permits. Contractor shall be solely responsible for obtaining any and all required permits, authorizations, licenses, or other local, state, or federal approvals necessary to complete and perform the scope of services provided herein.
12. Federal Property Access. Where a well or booster station is located on federal property and requires access by Contractor, DPU staff shall coordinate property/site access, if applicable. Where access to restricted federal areas is necessary, DPU shall assist and coordinate site access and may be required to escort and be present during Contractor.

SECTION B. TERM: The term of this Agreement shall commence July 1, 2022 and shall continue through June 30, 2029, 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 TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in **Exhibit "A"**, attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing details of work completed, 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 assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires

Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

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

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

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

SECTION S. NOTICE: Any notices required under this Agreement, except for the Contractor's Emergency Response contact requirements as identified above, shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Deputy Utilities Manager – GWS
Incorporated County of Los Alamos
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544

Contractor:

David M. Yates, Executive Vice President
Alpha Southwest, Inc.
P.O. Box 9263
Albuquerque, New Mexico 87119

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

SECTION U. NO IMPLIED WAIVERS: The failure of the County to enforce any provision of this Agreement is not a waiver by the County of the provisions or of the right thereafter to enforce any provision(s).

SECTION V. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
PHILO S. SHELTON, III P.E. **DATE**
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

ALPHA SOUTHWEST, A NEW MEXICO CORPORATION

BY: _____
DAVID M. YATES **DATE**
EXECUTIVE VICE PRESIDENT

Exhibit “A”
Compensation Rate Schedule - County Agreement No. AGR22-26

COST CATEGORY	Quantity or Unit Type	Year 1¹	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Assist DPU with Development of Inspection Field Forms and Standard Operating Procedures	Per Hour	\$125.00	\$128.75	\$132.61	\$136.59	\$140.69	\$144.91	\$149.26
Annual Well Site Inspection – Price per Well/Station (inclusive of travel)	13 Stations	\$5,550.00	\$5,717.00	\$5,888.00	\$6,064.63	\$6,246.57	\$6,433.97	\$6,626.99
Annual Booster Station Inspection– Price per Booster Station (inclusive of travel)	20 Stations	\$9,550.00	\$9,836.50	\$10,131.60	\$10,435.54	\$10,748.61	\$11,071.07	\$11,403.20
On-Call Emergency Services – Rapid Response –within 48 Hours and 7 Days per Week	Per Hour On Site	\$187.50	\$193.13	\$198.92	\$204.89	\$211.03	\$217.36	\$223.88
On-Call Non-Emergency Services	Per Hour On Site	\$125.00	\$128.75	\$132.61	\$136.59	\$140.69	\$144.91	\$149.26
Annual Training – Per Day (inclusive of travel)	One (1) Training Per Year ²	\$1,675	\$1,725.25	\$1,777.01	\$1,830.32	\$1,885.23	\$1,941.78	\$2,000.04
Assist DPU with Well or Booster Station Project Development and Planning Review	Per Hour	\$125	\$128.75	\$132.61	\$136.59	\$140.69	\$144.91	\$149.26
Authorized Mileage from Contractor Main Office to On-Site Location	Per Mile	Then current federal mileage rate	Then current federal mileage rate	Then current federal mileage rate	Then current federal mileage rate	Then current federal mileage rate	Then current federal mileage rate	Then current federal mileage rate
Hourly Rate per Hour for Other Unanticipated Events	Hourly Rate	\$187.50	\$193.13	\$198.92	\$204.89	\$211.03	\$217.36	\$223.88
Equipment Acquisition	10 % off List Price	\$	\$	\$	\$	\$	\$	\$

Notations to the above table:

¹ Each year renews of the Effective Date’s anniversary.

² Additional Training Sessions, on-site or virtually, shall be charged for travel if in-person and on-site, and the hourly rate for the Other Unanticipated Events in the table above. If held virtually, only the hourly rate shall apply.

Exhibit “A-1”
Rates for On-Call Repair Work

<u>Task Schedule Item</u>	<u>Item Description (see below for description of work/services)</u>	<u>YEAR 1 Unit Price or %</u>
1	Shop Drawings, Reports, O&M Manuals, Calculations, Permits & Scheduling, Per TS-1	\$80.00
2	Work Site Preparation, Cleanup, Disinfection, Gathering Materials, Per TS-2**	\$84.00
3	Pull and Reinstall Per TS-3**	\$10.50
4	Lower Pump per TS-4**	\$30.50
5	Well Abandonment and Rehabilitation per TS-5**	\$278.00
6	Well Inspection Video Surveys and Logs, per TS-6**	\$1,475.00
7a	Repair/Replacement of Well, Booster Station and Reservoir Equipment per TS-7a (mechanical/miscellaneous laborer)	\$84.00
7b	Repair/Replacement of Well, Booster Station and Reservoir Equipment per TS-7b (journeyman electrician)	\$100.00
8	Fabrication and Machine Shop Work per TS-8**	\$85.00
9	Contractor Owned Specialized Equipment, Percent of Blue Book Price per TS-9 (Discount %)	100%
10	Inspection Work / Labor per TS-10**	\$80.00
11	Operation of Driver Equipment per TS-12**	\$85.00
12	Jobsite Security per TS-13	\$30.00
13	Performance Evaluation of Wells, Well Pumps, Booster Pumps, Per TS-16 description below.	\$85.00
14	Meetings (shall be Coded on invoices as TS-1)	\$80.00
15	10% Off List Price for Repair Parts/Materials per TS-11	10%
**Denotes that all fuel, tools, related service equipment, and labor are included in the Unit Rate(s). NOTE: The HOUR Rates are per man hour. For Item No. 3, 4, and 5, these rates are for a Pump Rig & Service Truck (service equipment) and Service Crew. All Quotes shall be based off the above TS-Rates.		

Contractor may increase the above annual rates by up to four (4) percent, on July 1 of each year of this Agreement, beginning July 1, 2023, to adjust for annual inflationary costs.

Task Schedule (“TS”) – Descriptions of Work & Services

TS-1 – Shop Drawings, Reports, O&M Manuals, Calculations, Permits, Scheduling.

Material & equipment selection calculations, preparation of cost estimates, work schedule preparation and maintenance, associated County meetings, obtaining work permits, production of shop drawings, production of reports, production of O&M manuals, data entry.

TS-2 – Work Site Protection, Preparation, Cleanup, Disinfection, and Gathering Material.

The TS-2 Man-hour rate shall apply to all material, equipment and labor applied to the following work: work site preparation, work site protection to include disinfection procedures, work site cleanup. A tank

truck utilized for chlorine solution delivery shall be per TS-9 or TS-14. Payment for chemicals used for well disinfection shall be as per TS-11.

Work site preparation shall include dismantling and reassembling of buildings, fences, and any County owned structures, removal of and resetting electric motor or gear drive, removal and installation of discharge head and associated piping, removal and installation of all other piping and appurtenances for oil dripper, oil motor bearing cooling water, water pressure gauge piping, and well water level airline gauge ports.

TS-3 – Pull & Install Well Pump Equipment.

The TS-3 unit price shall apply only to well rig appurtenances, materials and tools, and all associated well rig operating personnel applied directly to pulling and setting a well pump and airlines. The term “well pump” shall include all column pipe, shaft, inner column, bearings, spiders, pump bowls, suction pipe, and strainer.

All labor, material & equipment applied directly toward pulling and installing a well pump shall be the TS-3 unit price times the sum of the linear feet of assembled well pump pulled and installed. Payment for installation of additional linear feet as part of pump installation shall also be per the TS unit price. Payment for airline testing, lateral measurements, and verification of pump and equipment operation shall be per TS-7.

Contractor shall remove any oil by bailing, unless expressly waived by County representative. Prior to installing the well pump, if there is not an existing chemical feed line at the pump base, Contractor shall request that a chemical feed line installation be authorized. Upon authorization, the concrete pump pedestal and well casing shall be cored, and the chemical feed piping installed. Payment for labor and materials for chemical feed line installation shall be per other TS items.

During pump installation two stainless steel air lines shall be strapped to the pump column and shall run from the top of the pump column and shall run from the top of the pump to the surface in one continuous piece. Contractor shall have the well water level air lines pressure tested prior to installing the motor and other appurtenances. Contractor shall provide qualified personnel to perform lateral testing and total lateral measurements and to witness start-up and acceptance testing.

TS-4 – Lower Well Pump.

The TS-4 unit price shall apply only to well rig, well rig appurtenances, materials, and tools, and all associated well rig operation personnel applied directly to adding new shaft, inner column, bearings, spiders, column piping and airline to existing well pumps. This item applies only if the pump is not removed.

Payment for labor, material and equipment directly applied to lowering the well pup shall be the TS-4 unit price times the linear footage that the pump is lowered.

TS-5 – Well Abandonment & Rehabilitation.

The TS-5 job-hour rate shall apply only to well rig, well rig appurtenances, materials and tools, and all associated well rig operating procedures listed below. Note that this is not a man-hour rate. Payment for well treatment chemicals or materials placed in the well for plugging the well shall be per TS-11. Payment for well rehabilitation and abandonment procedures not listed below shall be per other TS items. Payment for following well rehabilitation and abandonment procedures shall be as per TS-5 job-hour rate:

Bailing of oil and/or silt from the well, labor for removal and environmentally safe disposal of these materials off site shall be per TS-2.

Well and gravel pack cleaning, wire brushing screens and chemical treatments.

Well casing or well screen repair or liner installation, and well casing concrete plug installation of well plugging and capping materials.

TS-6 – Well Inspection Video Surveys and Logs. This item covers materials, equipment, and labor utilized by the Contractor for producing well video surveys.

Payment for Contractor produced video surveys shall be as per the TS-6 lump sum job cost. This TS-6 lump sum shall be paid for each video survey completed as directed by respective work authorization letters or purchase orders. The TS-6 price shall include the cost of equipment set up, labor, the original, and one copy of each well video, a written log describing pertinent observations and depths, and a report to include Contractor's recommendations based on observations.

TS-7a and TS-7b – Repair/Replacement of Well, Booster Station, and Reservoir Equipment.

Payment for labor applied to the following items shall be as per TS-7a and TS-7b man-hour rates for mechanical and miscellaneous laborers (TS-7a) and for journeyman electricians (TS-7b) respectively.

Repair or replacement of gear drives at gas engine driver sites. Replacement of existing above ground and buried yard valves with new manual and/or electric operated valves including all related piping and parts. Repair/replacement of flow meters including all related piping and parts. Replacement of pump and station control valves including all related piping and parts.

Replacement of existing oil dripper units at well sites with new or repaired dripper units and/or appurtenances. Repair or replacement of auxiliary mechanical or electrical equipment. Electrical disconnect and hookup of repaired or replaced equipment. Repairs or modifications of well heads as required. Testing of parts, equipment, or material. Measure, set, and recheck field pump impeller lateral settings and field verification of pump and equipment operation. Demolition or removal of existing structures. Non-well rig associated well rehabilitation or abandonment labor.

TS-8 – Fabrication & Machine Shop Labor.

This item covers all equipment and labor used in the fabrication and machining of well casing, well screen, chemical feed lines, discharge heads, flanges, shafts, adaptors, other appurtenances, specials, piping and parts, etc., and as applied to rebuilding well and booster pumps. Scrap materials from fabrication shall remain as Contractor's property.

Payment shall be per the TS-8 man-hour rate. The cost of all equipment necessary for welding, fabrication, and machine shop work shall be included in this man-hour rate, whether function is performed in the field or in the shop.

TS-9 – Contractor Owned Equipment.

This item covers payment for specialized contractor owned equipment. Such TS-9 equipment is to include only crane, boom truck, backhoe or tank truck. This equipment shall be utilized to disassemble and reassemble buildings, pull and reinstall equipment, chlorinate wells, expose buried pipe, and other necessary uses.

TS-10 – Inspection of Work.

This item covers all equipment and labor as applied to inspection, to include disassembly and cleaning for the purpose of inspection. The Contractor shall cause a full and proper inspection of all authorized work. This is to include, but is not precluded by any assembly, disassembly, shop work, machine work, electrical work, or balance work, whether performed by the Contractor, manufacturer, or subcontractor contributing to work under this Agreement.

Inspection of pump assemblies shall include shaft inspection and straightening, and inspection of column pipe, inner column, spiders, bearings, impellers, bowls, and gear drives. Payment shall as per the TS-10 man-hour rate. The price of cleaning fluids, oils, rags, and materials associated with the work shall be included in the labor rate. Payment for producing the written reports of the inspection shall be per TS-1. A written report shall follow all physical inspections unless waived by the County. One copy of the final type written report shall be attached to any associated O&M manual and one copy shall be submitted to the County representative.

TS-11 – Repair Parts, Materials, and Replacement Equipment.

This item covers Contractor procurement of parts, material, and replacement of equipment for County facilities. The Contractor shall perform material, equipment and appurtenance selection calculations based on design parameters furnished by the County.

Payment shall be the Contractor invoice with a 10% off of list price for all materials, plus freight. Unless otherwise specified or authorized by the County representative, all materials incorporated in permanent work shall be new. Workmanship and materials shall meet or exceed industry standards for quality. Contractor furnished pumps. The County shall specify the pumping conditions (TDH, flow rate, and maximum driver horsepower available) required for new or rebuilt pumps and reserves the right to recommend make, bowl, and the impeller size, number, materials, and finish based upon manufacturers published curves. It is the responsibility of the Contractor to perform necessary calculations to provide a check on any pump or equipment recommendation made by the County and to submit written recommendations of superior alternatives. Any operating condition that may limit the pump warranty shall be submitted in writing prior to final selection.

The Contractor shall guarantee pump performance within specified tolerances with respect to the manufacturer's published characteristic curve. Acceptable tolerances shall be flow within plus or minus 5% and efficiency greater than minus 2%. Maximum driver horsepower required anywhere on the curve shall not exceed 90% of existing driver rated horsepower unless the County representative is notified of this condition in writing prior to final selection. Characteristic curves for a representative pump of the capacity and type offered, and the data sheet discussed below, shall be submitted to the County prior to final selection of the type of pump.

All Contractor furnished pumps shall be factory tested unless specifically waived by the County representative. Factory testing shall conform to Hydraulic Institute Standards. The test shall include a full set of flow, head, efficiency and horsepower required points over the full range of the pump.

"Bump Tests" to measure the lateral natural frequency of the major components, which shall be as a minimum, frequency shall fall within plus or minus 20% of the preferred operating speed range.

The Contractor shall pull the pump or pump related equipment, disassemble, and inspect for misalignment, bent shaft, or other pump installation related deficiencies based upon results of the vibration testing performed by Contractor's qualified, independent mechanical testing firm (approved by the County). The Contractor shall not be held responsible for unacceptable tolerances due to excessive natural wear conditions such as excessive production or excessively corrosive environments.

Pump assembly data supplied with pumps. Data sheets supplying only the characteristic data within the list below shall be submitted prior to final selection of pump type and prior to assembly.

Name of Pump Manufacturer

Type of Pump

Number of stages

Impeller diameter and relative pump curve number, material, finish grade, coatings, treatment

Impeller dynamic balance upper test data or limits if test data is inaccessible

Factory certified curve for pump supplied, to include flow versus TDH, efficiency curve, horsepower curve, theoretical NPSH required curve, and shut-off head

Bowl material and pressure rating compared to design and shutoff TDH Conditions

Bowl shaft material and diameter

Head and capacity at design point, and shut-off head
Maximum horsepower required anywhere on the curve

Total lateral wear ring depth available in pump to be supplied
Limits on operating conditions affecting the warranty

Net weight of complete pumping unit

TS-12 – Well Test Pumping.

This item covers well test pumping utilizing Contractor furnished equipment. The Contractor shall furnish driver equipment of sufficient horsepower to pump at the flow rate, TDH, and bowl setting determined by the County. The Contractor shall furnish acceptable flow measurement device, pump bowls, column, inner column, discharge head of sufficient size and capacity to perform the test, and discharge piping of size and length required. Contractor shall be responsible for the operation of driver equipment and shall take all field measurements.

Labor applied to the operation of the driver equipment during test pumping shall be per TS-12 job-hour rate. Note that this is not a man-hour rate item. Contractor payment for set up of driver and auxiliary equipment for any Contractor furnished equipment utilized in the well test pumping shall be negotiated as a separate lump sum prior to authorization of work. Installation and removal of the test pump, column pipe, suction pipe, and strainer shall be per TS-3.

TS-13 – Job Site Security. Payment for job-site security personnel provided shall be per the TS-13 job-hour rate. Provide the price for job site security per the cost proposal. Security personnel may be required for protection of Contractor and County owned equipment. Conditions warranting job-site security may include lack of built-in security fencing or fencing temporarily removed for Contractor access to work. Estimates submitted by the Contractor for jobs needing security shall include the cost of job-site security. Contractor shall provide job-site security at night and on weekends when necessary and also when requested by the County.

TS-14 – Rental Equipment.

This item covers the use of equipment rented by the Contractor. Estimates submitted by the Contractor for jobs requiring rental equipment shall include the estimated cost, and an itemized list, of the rental equipment to be applied to the job.

Payment shall be as per supplier invoice cost with TS-1 hourly rate for invoice processing. The Contractor shall submit supplier invoices for all rental equipment when billing.

TS-15 – Subcontract Work.

This item covers the utilization of subcontractors. Subcontracted work may include the use of licensed electricians, specialized consultants, vibration analysis and dynamic balancing, excavation, material testing, inspection and analysis, specialized laboratory testing, hauling, cleaning, and painting.

Payment shall be subcontractor invoice cost with TS-1 hourly rate for invoice processing. Estimates submitted by Contractor for subcontracted work shall include the estimated cost and type of subcontracted work to include itemized estimates of material, equipment, and labor to be provided by subcontractor.

TS-16 – Well and Booster Pump Performance Evaluation.

This item covers Contractor evaluation of the performance of wells, well pumps, booster pumps, including taking water level measurements, recording flow measurements, evaluation performance and presenting a written report.