

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 17-914**

This **AMENDMENT NO. 1** 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"), to be effective for all purposes September 26, 2018.

WHEREAS, County and Contractor entered into Agreement No. AGR17-914, dated October 20, 2016, for inspection, repair and ancillary services on all County well pumps; and

WHEREAS, the term of the Agreement is October 20, 2016 through October 19, 2020, with the option to extend the term for up to three (3) one-year periods; and

WHEREAS, the original amount of compensation was ONE HUNDRED FIFTY THOUSAND ONE HUNDRED FOURTEEN DOLLARS (\$150,114.00) and ONE HUNDRED THIRTY-EIGHT THOUSAND NINE HUNDRED THIRTY-FIVE AND 70/100 DOLLARS (\$138,935.70) of the original compensation amount has been expended for a well pump repair project in FY2018; and

WHEREAS, the historic annual amount required for well inspection and repair services is approximately ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) in years when a well pump (or pumps) inspection and repair is required; and

WHEREAS, all of the County well pumps are at or nearing their anticipated expected useful life and it is likely that a well pump repair project will be possible in each of the next two (2) years; and

WHEREAS, both parties wish to increase the compensation and extend the term of this Agreement; and

WHEREAS, the Board of Public Utilities approved this Amendment No. 1 at a public meeting held on September 19, 2018; and

WHEREAS, the County Council approved this Amendment No. 1 at a public meeting held on September 25, 2018.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

To delete **SECTION B. TERM** in its entirety and replace it with the following:

SECTION B. TERM: The term of this Agreement shall commence October 20, 2016 and shall continue through October 19, 2021, with the option to extend the term for up to two (1) one-year periods, unless sooner terminated, as provided herein.

To delete SECTION C. COMPENSATION in its entirety and replace it with the following:

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed FOUR HUNDRED FIFTY THOUSAND ONE HUNDRED FOURTEEN DOLLARS (\$450,114.00), 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 "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 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. All disputes related to performance and payment shall be governed by the County's Procurement Code, Chapter 31.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 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: _____
TIMOTHY A. GLASCO, P.E. DATE
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

ALPHA SOUTHWEST, INC., A NEW MEXICO
CORPORATION

By: _____
DATE

Exhibit "A"
AGR17-914-A1

The following are the Parties' agreed upon pricing pursuant to the Albuquerque/Bernalillo County Water Utility Authority publicly bid and awarded Contract No. "RFP2013000021."

Item Description:	Unit Price:	Annual Price Increase:
Shop drawings, Reports, O&M Manuals, Calculations, Permits and Scheduling(TS-1)	\$65.50/Hour	5%
Work Site Preparation, Cleanup, Disinfection and Gathering Materials (TS-2)	\$69.00/Hour	10%
Pull and Reinstall Pumps with Related Equipment as Provided in the Scope or Approved Task Order (TS-3)	\$8.35/L.F.	10%
Lower Pump (TS-4)	\$24.75/L.F.	10%
Well Abandonment and Rehabilitation (TS-5)	\$220.00/Hour	10%
Well Inspection Video Surveys and Logs (TS-6)	\$1,210.00/Each	10%
Repair/Replacement of Well, Booster Station and Reservoir Equipment (Mechanical/Miscellaneous Laborer) (TS-7a)	\$69.00/Hour	10%
Repair/Replacement of Well, Booster Station and Reservoir Equipment (Journeyman Electrician) (TS-7b)	\$84.00/Hour	20%
Fabrication and Machine Shop Work (TS-8)	\$71.50/Hour	5%
Percent of Blue Book Price (Not to Exceed 100%) (TS-9)	100%	0%
Inspection Labor (TS-10)	\$65.50/Hour	5%
Percent Over Invoice for Repair Parts (TS-11)	1.29%	3%
Operation of Driver Equipment (TS-12)	\$73.50/Hour	5%
Jobsite Security (TS-13)	\$23.50/Hour	5%
Percent Over Invoice for Rental Equipment (TS-14)	1.15%	0%
Percent Over Invoice for Subcontract Work (TS-15)	1.15%	0%
Performance Evaluation of Wells, Well Pumps and Booster Pumps (TS-16)	\$73.50/Hour	5%

Notes:

- L.F. is price per Linear Foot.
- Prices do not include NMGR.
- Annual increases are based on the County's fiscal year from July 1st through June 31st.
- Items that include a "TS-#" are tasks described in more detail and which are cross-referenced to the Albuquerque Bernalillo County Water Utility Authority RFP Solicitation No. P2013000021 released February 6, 2013. See attached.

