

**AMENDMENT NO. 2
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. AGR17-914**

This **AMENDMENT NO. 2** 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, Incorporated**, a New Mexico corporation ("Contractor"), to be effective for all purposes October 20, 2021.

WHEREAS, County and Contractor entered into Agreement No. AGR17-914 on October 20, 2016, and Amendment No. AGR17-914-A1 dated September 26, 2018, (as amended, the "Agreement") for Inspection, Repair and Ancillary Services on all County Well and Booster Pumps; and

WHEREAS, procurement of the Services was made in accordance with Los Alamos County Code of Ordinances Sec. 31-3(b)(4)(d) (procurement of services under an existing contract with another government agency) as the Albuquerque/Bernalillo County Water Utility Authority had publicly bid and competitively awarded to Contractor, contract numbered "RFP2013000021"; and

WHEREAS, the Services are ongoing and County and Contractor wish to extend the term as allowed for in the original terms of the Agreement; 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, the original amount of compensation was ONE HUNDRED FIFTY THOUSAND ONE HUNDRED FOURTEEN DOLLARS (\$150,114.00), which was inadequate and only covered the first well pump in the first year of the Agreement; and

WHEREAS, Amendment No. 1 added THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), from which more than TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) has been encumbered; 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 single well pump inspection and repair or replacement is required; and

WHEREAS, the Department of Public Utilities ("DPU") is undertaking a major Water Production well & booster station control system upgrade project and the best path forward is to couple one (1) or two (2) additional well inspections and repairs to accomplish a thorough upgrade of multiple well stations, in addition to any required annual well inspection and repair required due to well station problems; and

WHEREAS, both parties wish to increase the compensation by SIX HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS (\$649,886.00); and

WHEREAS, the Board of Public Utilities approved this Amendment at a public meeting held on September 15, 2021; and

WHEREAS, the County Council approved this Amendment at a public meeting held on October 5, 2021; and

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

I. 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, 2023, unless sooner terminated, as provided herein.

II. 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 ONE MILLION ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,100,000.00), 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. **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.

III. Add two (2) new Sections titled "V.", "W.", "X." and "Y."

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

SECTION W. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in counterparts, each of which shall be deemed an original.

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

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. 2 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 SHELTON, III, P.E. **DATE**
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

ALPHA SOUTHWEST, INC., A NEW MEXICO
CORPORATION

BY: _____
NAME: _____ **DATE**
TITLE: _____

EXHIBIT "A"
COMPENSATION RATE SCHEDULE
AGR17-914-A2

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 | |
| Well Inspection Video Surveys and Logs (TS-6) | \$1,210.00/ Each | |
| Repair/Replacement of Well, Booster Station and Reservoir Equipment (Mechanical/Miscellaneous Laborer) (TS-7a) | \$69.00/Hour | |
| 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:

- a) L.F. is price per Linear Foot.
- b) Prices do not include NMGR.
- c) Annual increases are based on the County's fiscal year from July 1st through June 30th.
- d) 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. RFP2013000021 released February 6, 2013.