AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS	§ §	KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF HARRIS	§	

THIS AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as of the 16th day of September, 2014, by and between CITY OF HILSHIRE VILLAGE ("City"), organized under the laws of the State of Texas and located in Harris County, Texas, and SEVERN TRENT ENVIRONMENTAL SERVICES, INC. ("STES"), a Texas corporation with offices located in Houston, Harris County, Texas.

WITNESSETH:

- 1. The City currently owns a water production and distribution system and a sanitary wastewater collection, transportation and treatment system (collectively, the "System") which serves customers of the City.
- 2. STES currently provides operations, maintenance, and management services for utility systems such as the System and is desirous of providing such services to the City.
- 3. The City and STES are desirous of entering into an amended agreement to update certain provisions of the Original Agreement and to revise the fee schedule contained therein.
- 4. The City and STES hereby mutually agree to terminate the Original Agreement as of the date hereof and to enter into a new agreement pursuant to which STES will operate, maintain and manage the System.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE promises, covenants and considerations hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

I. TERMINATION OF ORIGINAL AGREEMENT

This Agreement replaces and supersedes the Original Agreement in its entirety. The Original Agreement is hereby terminated and no longer in force and effect as of the date of this Agreement.

II. SERVICES

A. ADMINISTRATIVE SERVICES

The following administrative services shall be provided at no additional cost to the City.

- 1. <u>Organization.</u> STES shall administer the work, activities, and operations of the System in accordance with the items in this Agreement.
- 2. <u>Personnel.</u> STES shall provide competent, trained personnel. System supervisors and/or operators shall be licensed or certified by the appropriate state governmental authority. Accounting, billing, and field personnel shall be trained to be professional and courteous in dealing directly with the City's customers.

3. <u>Training.</u> STES shall maintain a continuing education program for all employees. Specifically, all System supervisors and operators shall attend a state certified or approved water or wastewater training course at least once each year or otherwise receive a minimum of 20 hours of training each year, to the greatest extent practicable.

4. <u>Administration.</u> STES shall:

- a. Enter into and maintain in the main frame computer program all of the City's Customer and Rate Order information necessary to provide monthly billings to the City's customers.
- b. Inventory and maintain a listing of all of the System equipment including manufacturer's model and serial numbers, motor frame numbers and other such data as required to provide immediate information for the Scheduled Maintenance Program and repair or replacement of the System equipment.
- c. Assist the City in preparing a rate order and, upon request, analyze the existing rate order and budget for adequacy and consistency.
- d. Assist in the preparation of an annual operating budget for the City.
- 5. <u>Maintenance Scheduling.</u> STES shall provide a Scheduled Maintenance Program for the System equipment. Developed by STES, this computer program utilizes equipment manufacturer's recommendations and the System equipment inventory to generate maintenance schedules. The resulting monthly schedule lists the specific System equipment to be serviced, the detailed service procedure, specified oil or grease to be used, and a history of service, maintenance and replacements.
- 6. <u>24 Hour Service.</u> STES shall maintain 24 hour telephone and dispatch service with qualified personnel to respond to the System's customer problems and equipment malfunctions.
- 7. <u>Automatic Telephone Alarm.</u> STES shall monitor computer or automatic dialed telephone alarm systems at any of the System facilities which are installed and programmed to call the STES 24-hour telephone dispatch service.
- 8. <u>Employee Identification.</u> STES operating and maintenance employees shall be readily identifiable to the City's customers by distinctive clothing. Service vehicles shall have the STES logo prominently displayed.
- 9. <u>Coordination with Consultants.</u> STES shall coordinate with the City's other consultants, such as attorneys, engineers, auditors, bookkeepers, tax assessors, and financial advisors as necessary to maintain efficient operation of the System.
- 10. <u>Inquiries and Correspondence.</u> STES shall respond to routine inquiries or correspondence from the City's directors, customers or consultants in a prompt, professional manner.

- 11. <u>City Meetings.</u> STES' Project Manager or Field Coordinator will attend regularly scheduled meetings which have an agenda item relating to the System's operations. The STES representative will have direct knowledge of the System's ongoing operations or agenda items as appropriate.
- 12. <u>Community Relations.</u> Upon adequate notice, STES shall provide speakers qualified to make presentations to citizen groups, civic associations, and schools within the City. Subjects shall include utility regulations, water and wastewater facilities operations and the City's budgeting and operations functions.
- 13. <u>Customer Relations.</u> STES shall render reasonable assistance in the promotion of good relations with the City's customers.
- 14. <u>City Funds.</u> All funds collected by STES on behalf of the City shall be deposited in the City's Operating Fund or Account on a weekly basis or as may otherwise be directed by the City. All such funds are public funds and may be pledged to the payment of debts of the City; therefore, STES agrees that all such funds shall be deposited as provided above without setoff, counterclaim, abatement, suspension, or diminution. STES will maintain Commercial Crime insurance as set forth in Section III of this Agreement to protect the City against theft of City funds by STES employees not in collusion with a City employee.

B. BASIC SERVICES

- 1. <u>System Operations.</u> STES shall provide personnel, vehicles and hand tools necessary for the operation of the System.
- 2. <u>Meter Reading, Billing and Collection.</u> STES shall read the System water meters and bill the customers in accordance with the City's Ordinance and deposit the collections in the City's Operating Account. This procedure includes a special "high-low and dead meter" audit which isolates customer usage that is unusually abnormal.

The City authorizes STES to make adjustments to water bills for clerical errors, over under registration of water meters, erroneous meter readings, establishment of water usage during time when meter has been inoperative, and other similar adjustments.

The City shall reimburse STES for actual material and postage costs associated with water billing and collection.

3. <u>System Inspection.</u> STES shall monitor the System facilities daily, including weekends and holidays as required by state regulations. This shall include plants and lift stations.

STES employees, whenever they are within the City boundaries, shall monitor the System in order to observe condition of fire hydrants, leaks, defects, damage, and be alert for missing System equipment.

- 4. <u>Daily Maintenance</u>. STES shall provide the personnel and hand tools for maintenance tasks which do not utilize specialized tools, safety equipment or technical skills.
- 5. <u>Bulk Chemicals.</u> STES shall arrange for an adequate inventory of chlorine and other bulk chemicals required to operate the System.
- 6. Operating Log. STES shall maintain an operating log at the System water and wastewater treatment plants which may be inspected by the City at any time. The logs shall include the following:
 - a. Notations recording repairs or replacements performed.
 - b. Such other matters within the scope of STES' work which the City may reasonably request.
- 7. <u>Monthly Operations Report.</u> STES shall render a monthly operations report, as requested by the City, which shall include the following information:
 - a. Correspondence to regulatory authorities as appropriate.
 - b. Total number of service connections, water and wastewater.
 - c. Insurance claims filed on behalf of the City.
 - d. Regular billing and collection reports, including cash receipts, billings and receivables.
 - e. Service customers' receivables, including 30, 60, and 90 day aged accounts.
 - f. Delinquent customer report, including information on termination of water service and protests or appeals made by customers.
 - g. Summary of taps installed, inspections performed and fees collected.
 - h. Damage to the System and the possible causes thereof. In instances where the damage may be attributable to a contractor, builder, utility company or other entity, STES shall (on behalf of the City) back charge the party responsible for such damage, including administrative costs thereof, and include such information in the monthly report.
 - i. Informational reports relating to compliance status of the System.
 - j. Statistics relating to overall System operations, as appropriate.
 - k. Summary and details of monthly invoices to the City separated into specific budget categories.

STES shall keep details of the above reports to provide a clear audit trail of the System water and sewer service transactions.

- 8. <u>Regulatory Reports.</u> STES shall prepare and submit routine monthly reports required by regulatory authorities and authorized by the City to receive such reports.
- 9. <u>Basic Services Fees.</u> The City agrees to compensate STES for the performance of these Basic Services at the rates set forth in the Schedule of Standard Rates, a copy of which is included hereto as Attachment "A".

C. INSTALLATION AND INSPECTION SERVICES

The labor and equipment fees for the following services, where applicable, are set forth in the Schedule of Standard Rates, a copy of which is included hereto as Attachment "A".

- 1. <u>General.</u> All meters and installation materials shall meet American Water Works Association standards and be in compliance with applicable City, county, and state codes. All installation and inspection fees shall be collected from the City's customers in advance, in accordance with the City's Ordinance.
 - It is the practice of STES to maintain permanent records of meter services installed and tap fees paid. This includes a plat or map, as available, which shows the location of each meter installed and each sewer inspection performed. This allows STES to accurately account for meter services installed, inspections performed and tap fees paid for each customer of the City.
- 2. <u>Residential Meters.</u> Typical residential water connections (5/8 inch x 3/4 inch and less than five feet deep) will be installed.
 - Non-typical residential water connections (1 inch and less than five feet deep) will be installed.
- 3. <u>Commercial Meters.</u> Commercial connections, single family connections for meters larger than 5/8 inch x 3/4 inch and other special connections will be installed.
- 4. <u>Backflow Prevention Inspections.</u> STES shall perform backflow prevention device inspections on behalf of the City as requested or as required by the City's Ordinance.
- 5. <u>Grease Trap Inspections.</u> STES shall perform grease trap inspections on behalf of the City as requested or as required by the City's Ordinance.
- 6. <u>Fire Hydrants.</u> STES shall inspect the System fire hydrants. Each year, a written report shall be submitted to the City and STES shall make recommendations regarding repairs or maintenance needed; provided, however, any non-working fire hydrants shall immediately be repaired. A written report shall be submitted to designated fire departments as requested by the City.
- 7. Other Inspections. STES shall perform other inspections as requested or authorized by the City. Such inspections include, but are not limited to, sample wells, cross connections or new facilities prior to acceptance by the City. STES may also participate in site inspections with contractors prior to the start of building activity to assist in verifying the condition of the System.

D. MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

The labor and equipment fees for the following services, where applicable, are set forth in the Schedule of Standard Rates, a copy of which is included hereto as Attachment "A".

- 1. <u>Maintenance</u>. STES shall provide personnel, tools and equipment to perform maintenance on the System facilities and equipment as authorized by the City. Maintenance shall include, but not be limited to, the following:
 - a. Maintenance or replacement of pumps, motors, valves and other equipment or facilities.
 - b. Calibration and servicing of instrumentation, control systems and other equipment.
 - c. Other maintenance as necessary, which requires special skills and/or tools, performed in conformance with equipment manufacturer's recommendations to maintain warranties and to extend the useful life of the equipment.
- 2. Repair. STES shall provide personnel and equipment to perform repairs on facilities, equipment, plants, collection and distribution systems as authorized by the City including, but not limited to, service line leaks, leaks at water meters, water main breaks, repairs to valves and fire hydrants, manhole repairs, and sewer line repair and cleaning, as needed.
- 3. Replacement. STES shall use a reasonable degree of care with respect to replacement of equipment or facilities but shall not be responsible to the City for any guarantees or warranties offered by others in connection with such equipment or facilities. STES agrees to make reasonable efforts to obtain for and assign to the City the normal guarantees or warranties associated with any replacement equipment.
- 4. <u>Maintenance, Repair and Replacement Fees.</u> In an effort to reduce costs, STES shall attempt to schedule and perform these services during normal working hours, excluding holidays and weekends. Non-emergency work shall not be billed on an overtime rate unless prior approval is obtained from the City.
- 5. <u>Expendable Items.</u> STES shall, at the City's expense, replace those items expended in the daily operation of the System. Those items include, but are not limited to, brooms, mops, dip nets, rakes, shovels, trash cans, hoses, nozzles, padlocks, and other such items used at the System facilities.
- 6. <u>Emergency Response</u>. STES shall maintain personnel and equipment for emergency response 24 hours per day, seven days per week and 365 days per year. Emergencies shall include, but not be limited to, water leaks, water line breaks, loss of water pressure, degradation of water quality, blockage in the sewage collection system, water or wastewater plant malfunctions that could result in regulatory or permit excursions, any response requested by the City or its representative or response to insistent resident concerns when necessary to maintain good City relations.
- 7. <u>Materials and Supplies.</u> STES shall be paid for all materials and supplies used to provide services under this Agreement.

E. OTHER SERVICES

The labor and equipment fees for the following services, where applicable, are set forth in the Schedule of Standard Rates, a copy of which is included hereto as Attachment "A".

- 1. <u>Infiltration/Inflow Survey.</u> STES shall conduct, with the City's approval, sewer line infiltration/inflow surveys consisting of on-site visual inspection of facilities, smoke testing and video monitoring (TV inspection) as appropriate. STES will perform or participate in the rehabilitation of the sewer system to correct defects discovered by the infiltration/inflow survey.
- 2. <u>Landscape Services.</u> If requested by the City, STES shall provide services to maintain the landscape appearance compatible with the neighborhood at the System facilities with routine trimming and lawn mowing as necessary. If so requested, these services will be provided by a subcontractor retained by STES and will be charged to the City on an outside contractor basis.
- 3. <u>Delinquency Notices.</u> STES shall prepare and mail delinquency notices and collect past due accounts in accordance with the City's Ordinance and policy.
- 4. <u>Returned Check/Payment Reversal Fee.</u> The City will be charged for each returned check or alternate payment reversal i.e. credit card or e-check.
- 5. <u>Service Account Transfers.</u> STES shall transfer water and sewer service from the current customer to the new customer, when requested by the City. Usage shall be prorated to each customer based on the number of days each customer received service during the billing period in which the transfer is requested.
- Meter Disconnects/Reconnects. STES shall terminate water service in accordance with the City's Ordinance or policy, or when otherwise requested by the City's Council. One week after service termination and periodically thereafter, STES shall check the terminated service to assure that service has not been restored by unauthorized personnel. The City shall pay STES a fee of time and materials for each unauthorized usage check.
- 7. <u>Meter Removal/Installation/Reinstallation.</u> STES shall remove a customer's water meter if service is restored by unauthorized personnel prior to the customer paying the amount owed to the City, or at the request of the City's Council.
- 8. <u>Meter Verification/Re-Read.</u> The City shall be charged for actual labor and equipment.
- 9. <u>Sampling and Testing.</u> STES shall perform, or have performed, all sampling, testing and/or analyses as required by regulatory authorities or necessary for process control. This shall be paid for by the City. A summary of test results shall be submitted to the City each month

- 10. <u>Special Studies/Reports.</u> STES shall conduct studies or prepare special reports as requested by the City.
- 11. <u>Photocopies/Facsimiles.</u> The City shall be charged for photocopies and facsimiles.

F. SUBCONTRACT SERVICES

- 1. <u>STES Subcontractors.</u> STES may subcontract such services hereunder as may, in STES' opinion, be desirable. Such STES subcontractors shall be considered, for the purpose of this Agreement, as employees of STES with STES retaining responsibility for such subcontractors' performance.
- 2. <u>City Subcontractors.</u> The City reserves the right to directly employ subcontractors for certain maintenance work within the System. STES shall receive no supervision and inspection fees, and shall not be responsible in any way for services performed by subcontractors employed or paid directly by the City.

III. PAYMENT

STES shall submit statements and/or invoices for services to the City on a monthly basis. The City shall pay such statements and/or invoices within 30 days of receipt. The City agrees to pay interest at a rate of 10% per month to STES for all amounts unpaid after 30 days. Interest shall accrue from the 31st day following receipt of statements and/or invoices until the date payment in full is made. Items awaiting backup data shall be excluded from interest charges.

IV. INSURANCE AND INDEMNIFICATION

A. INSURANCE

Following the execution of this Agreement, STES shall furnish to the City, upon request, Certificates of Liability Insurance evidencing the following minimum insurance coverage:

1.	Comprehensive General Liability Bodily Injury and Property Damage	\$500,000
2.	Comprehensive Automobile Liability Bodily Injury and Property Damage	\$500,000
3.	Worker's Compensation and Employer's Liability	statutory \$100,000
4.	Excess Liability	\$1,000,000
5.	Crime Insurance	\$10,000

B. INDEMNIFICATION

The City and STES each agree to indemnify and save each other harmless from the other's negligence or intentional conduct arising or done under this agreement and resulting in harm to another or another's property. The indemnity extends to all costs and expenses incurred, including reasonable attorney's fees, to defend against, settle or pay the claim asserted by another. In the event a claim is made by another against either the City or STES, notice shall immediately be given of the claim (unless the other has prior actual notice), in order that the other may determine whether its indemnity duty must be performed and in order to allow the indemnitor to perform indemnity. It is understood and agreed that since the City is immune from damages beyond certain limits under the Texas Tort Claims Act, the mutual indemnities given by each only extend and are limited by the limits of liability of the City under such law.

The City agrees to indemnify and save STES harmless from and against any and all claims, damages, loss or liability for or on account of any injury or damages (including death) to any person or property, resulting from following the instructions or policies of the City, from any inadequacies or failures of the System, or by reason of any willful act or negligence on the part of the City's agents, employees or subcontractors.

In the event that any of the foregoing indemnification provisions shall be inapplicable or held unenforceable, STES and the City shall each contribute to any judgment against any party for which indemnity would otherwise be due from it hereunder, according to the percentage of fault of such indemnifying party, in accordance with the laws of the State of Texas.

Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or as an indemnitor of the other party, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

V. MISCELLANEOUS PROVISIONS

A. RESPONSIBILITIES

1. <u>STES Responsibilities.</u> STES shall exercise a reasonable degree of care and diligence in the operation and maintenance of the System in conformance with applicable laws, rules and regulations. However, STES is not responsible for the failure of the System to meet local, state or federal wastewater treatment or disposal standards, the adequacy, quality or quantity of the water supply provided by the System or for any direct or indirect loss, injury or damage resulting from the diminution or interruption of service within the System.

- 2. <u>City Responsibilities.</u> The City represents that the System is in good working order, does not contain any known defective equipment or facilities, is suitable and adequate for the needs of its customers and that all of its facilities are, or shall be, built in accordance with local, state and federal regulations. The City shall provide:
 - a. All utilities, plant facilities, improvements and modifications necessary to operate the System in a manner required to meet applicable regulations.
 - b. A complete set of "record" drawings of the System and any improvements, water and wastewater tap standards, rate schedules and any other information necessary for the administration of the System.
 - c. Safety equipment required at the plants, including, but not limited to, oxygen masks and supplies for the chlorination process.

B. RELATIONSHIP OF THE CITY AND STES

STES shall serve in the capacity of an independent contractor for the City during the period of this Agreement.

C. MONETARY AUTHORITY

If at any time a condition exists or arises which, in the opinion of STES, requires repairs or replacements in the System and the cost thereof exceeds the sum of \$1,000.00, STES shall obtain the consent of the City Council prior to making such repair or replacement. Notwithstanding the foregoing, however, if at any time a condition exists or arises which, in the opinion of STES, is of an emergency nature and requires the immediate repair or replacement of equipment regardless of the amount, STES, after reasonable attempts to obtain consent, shall proceed with such repair or replacement without the necessity of obtaining the consent of the City Council. The failure to obtain such consent prior to the making of such emergency repair or replacement shall not affect the obligation of the City to compensate STES for any work performed.

D. FORCE MAJEURE

In the event that STES or the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that each party shall give written notice of such force majeure to the other party as soon as possible after the occurrence of the cause relied on and shall, therefore, be relieved of its obligations, so far as they are affected by such force majeure, during the continuance of any inabilities so caused, but for no longer. In the event that the period of suspension shall extend longer than thirty (30) days, either party shall have the privilege of terminating this Agreement. In such event, the City shall pay STES compensation pursuant to this Agreement up to the date of termination. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or of the state or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

E. NON-COMPENSABLE ITEMS

The compensation to be paid to STES herein is exclusive of any tax, assessment, regulatory expense or other charge which may be imposed upon STES by any governmental authority as a result of performing its obligations pursuant to this Agreement other than taxes upon the purchase of material, utilities, supplies, and parts. In the event STES is required by applicable law or regulation to pay or collect any such tax, assessment or regulatory expense or other charge on account of this Agreement or its performance hereunder, then the amount thereof shall be reimbursed to STES by the City (in addition to the compensation provided herein). However, STES shall be responsible at its own expense for all corporate income and franchise taxes arising out of its operations. STES shall indemnify and hold the City harmless from any liability for any and all such taxes or contributions or interest or penalties for failure to pay same.

F. AMENDMENT

The attached Schedule of Rates, a copy of which is included hereto as Attachment "A", is guaranteed for one year from the effective date of this Agreement. Future rate increases, if any, will become effective thirty (30) days after written notification is given to the City by STES. No other alteration, modification or amendment of this Agreement shall be made except in writing and signed by the City and STES.

G. NOTICE

Whenever the provisions of this Agreement require notice to be given, such notice shall be given in writing by certified or registered mail and addressed to the party for who intended at its then address of record and such notice shall be deemed to have been given when the notice was then mailed.

Notices required to be given to STES shall be addressed to:

Severn Trent Environmental Services, Inc. 16337 Park Row Houston, TX 77084 Attn: Bill Fry

Notices required to be given to the City shall be addressed to:

The City of Hilshire Village 8301 Westview Drive Houston, TX 77055 Attn: Mayor

H. TERM AND TERMINATION

This Agreement shall be in force for one year from the effective date and shall continue thereafter from year-to-year subject, however, to termination by either the City or STES for any reason at any time by giving thirty (30) days advance written notice to the other.

- In the event that this Agreement is terminated for any reason, all billing cards, meter reading records, billing and collecting forms, and other materials pertaining to the billing and collection of accounts of the System shall be furnished by STES to the City at no cost to the City.
- I. FINAL PAYMENT. Upon termination of this Agreement, the City shall pay STES within the time period provided above any outstanding payment due and owing to STES for work performed prior to the termination dated; provided, however, the City shall have the right to reduce such final payment as a set-off for any direct damages incurred by the City related to STES' willful, intentional, reckless or negligent (whether active, passive or gross) acts or omissions in connection with services performed under this Agreement. Such set-off shall not constitute a waiver by the City of any rights or remedies available to it under the Agreement, at law or in equity.

VI. CAPTIONS

The section headings or paragraph captions herein are used for convenience of reference only and not intended to define, extend or limit any provision of this contract.

VII. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the City and STES have caused this Agreement to be executed by their duly authorized officers.

CITY OF HILSHIRE VILLAGE	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	
Ву:	By: Bill 7mg	
Printed Name: Shannon Whiting	Printed Name: Bill Fry	
Title: Mayor	Title: Regional General Manager	
Date: 9/17/14	Date: 10 1 2014	

SCHEDULE OF STANDARD RATES **ATTACHMENT "A"**

II. SERVICES, B. BASIC SERVICES

Base Monthly Operations Fees

\$ 2,000.00 per month Daily chlorine residuals, sampling and monthly bacteriological sampling.

3.50 per connection or apt. unit served *Residential Connection Fee \$ 3.50 per 10,000 gallons of water usage *Commercial Connection Fee \$

The following is a partial list of STES charges showing the current rates:

II. SERVICES, C. INSTALLATION AND INSPECTION SERVICES

Water Service Taps

350.00 per tap, plus \$3.00 per foot if over 40' \$ **Residential Meters 5/8" x 3/4" 600.00 per tap, plus \$3.00 per foot if over 40' \$ **Non-typical Residential Meters 1"

Other Types of Inspections

\$ 75.00 per inspection/rejection **Backflow Prevention**

\$ 50.00 per inspection Grease Trap

Labor, Vehicle and Equipment rates Fire Hydrant

II. SERVICES, D. MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

Labor and Supervision

Salary Cost X 2, which consists of the hourly rate and benefit cost X 2.

Overtime rates of time and one-half will apply for work performed before 7:30 a.m. and after 4:00 p.m. in excess of eight (8) hours per day or 40 hours per week, and on weekends and holidays. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve day and Christmas Day.

Outside contractor, professional services and materials will be billed at cost plus 20%.

^{*}Only billed in the following months: February, April, June, August, October and December.

^{**}There will be a separate charge for any tap installation over 5 feet deep.

SCHEDULE OF STANDARD RATES – CONTINUED ATTACHMENT "A"

II. SERVICES, D. MAINTENANCE, REPAIR AND REPLACEMENT SERVICES-CONT'D.

Vehicles and Equipment

Utility Truck	\$ 16.00 per hour
Electrical Vehicle	\$ 29.00 per hour
Maintenance Truck	\$ 31.00 per hour
Mechanical Truck	\$ 31.00 per hour
Chlorination Truck	\$ 31.00 per hour
Crew Truck	\$ 29.00 per hour
Crane Truck	\$ 52.00 per hour
Dump Truck	\$ 55.00 per hour
Backhoe w/trailer	\$ 60.00 per hour
Shoring Equipment	\$ 25.00 per hour
Utility Trailer	\$ 10.00 per hour
Lowboy (Gooseneck) Trailer	\$ 11.50 per hour
*Televising Unit (4-hr. minimum)	\$ 115.00 per hour
*Air Scouring Unit (4-hr. minimum)	\$ 110.00 per hour
*Vactor/Jet Unit (4-hr. minimum)	\$ 170.00 per hour – not including dump fee
Includes Technician	
*Vactor/Jet Unit (4-hr. minimum)	\$ 185.00 per hour – overtime rate, not
Includes Technician	including dump fee

^{*}These units will be available on a per-foot based cost quoted by job.

Outside contractor, professional services and materials will be billed at cost plus 20%.

II. SERVICES, E. OTHER SERVICES

Outside contractor rates, plus markup
\$ 7.50 per notice
\$ 10.00 per transaction
\$ 7.50 per transfer
\$ 20.00 per disconnect/reconnect
\$ 40.00 per removal/installation/reinstallation
\$.15 per page
\$ 1.00 per page
Labor, Vehicle and Equipment rates
Labor, Vehicle and Equipment rates
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Outside contractor, professional services and materials will be billed at cost plus 20%.