

AWOS INSPECTION, VERIFICATION AND MAINTENANCE SERVICES AGREEMENT

THIS CONTRACT entered into between the Cal Black Memorial Airport, hereinafter called CBMA and Everest Communications hereinafter called Contractor.

WHEREAS, The CBMA requires the services of a Contractor qualified to provide Automated Weather Observing System (AWOS) inspection and maintenance services at the Cal Black Memorial Airport (CBMA), located in Halls Crossing, UT.

WHEREAS, Contractor is qualified and willing to provide such services.

WHEREAS, Contractor is a registered Arizona State Business, License No. 602397253.

WHEREAS, pursuant to the verbal request for services from the Contractor by the CBMA.

NOW, THEREFORE, the parties hereto agree as follows:

TERM

This Contract shall commence on 07/01/2024 or the last date of signature, whichever date is the later, and will terminate on 07/01/2025 unless sooner terminated or further extended per this contract.

SCOPE

Contractor shall provide complete inspections, verifications and maintenance services per normal requirements of the equipment manufacture(s) and the Federal Aviation Administration (FAA) for the AWOS system located at the Cal Black Memorial Airport (U96).

TECHNICAL AND OPERATIONAL CONDITIONS:

- A. The CBMA AWOS is a non-Federal AWOS owned and operated by CBMA with unknown spare parts, components, boards and/ or parts on site. The CBMA has all necessary Federal Communications Commission (FCC) licenses (VHF) for the CBMA AWOS. The specific equipment is as follows:
Mesotech AW III
- B. All portions of the equipment are accessible at CBMA and all necessary keys, access cards, permits and building entry access will be provided to Contractor. Any required escort and/ or access will be provided for Contractor personnel by the CBMA.
- C. Contractor will normally respond to all maintenance, requested site visits, and verification requirements for the ATCT during normal business days and hours from Queen Creek, AZ. All after hour responses will be coordinated between the Contractor and CBMA.
- D. Any and all obstruction lighting associated with the AWOS sensor equipment, towers, and/ or antennas, are NOT part of this Agreement.
- E. Any additional spares, components, specialized test equipment and fixtures and parts that are not provided at the site by the CBMA are subject to availability and procurement from the manufacture(s) or other sources. Service restoration will be subject to and vary according to availability, procurement, delivery and installation necessary for such spares, components, and parts. Everest Communications will use all available resources to

locate and procure replacement items. If replacement items are no longer available, then equipment replacement may be required.

- F. The CBMA will provide Contractor with authority to both issue and cancel any and all necessary FAA NOTAMS associated only with the operation of the before mentioned equipment described in the Scope of this Contract for the AWOS.
- G. Contractor will schedule the CBMA AWOS annual inspection to be in the months of June/July each year and the Tri-annual inspections to be in the months of October/November and March/April.
- H. Contractor will provide at no cost to the CBMA, over the telephone and/ or e-mail assistance to personnel present on site, such as airport operations person(s) to resolve abnormal issues, failures, etc. and where possible to effect, repairs and/ or temporary work around repairs, or gain initial failure diagnosis.
- I. Contractor will perform all scheduled work items 1 & 2 (see below) per the applicable maintenance Manual(s), FAA AWOS Advisory Circular 150/5220-16E, and FAA nonFed Orders.
- J. Should Everest Communications, on the initial inspection, find the CBMA AWOS to not be up to normal maintenance standards as defined in item "I" above and/ or not in good working order then Items 3, 6, 7, & 8 below shall apply to restore the system to normal standards.

CONFIGURATUION CHANGES/ MODIFICATIONS

From time to time the FAA and/ or the equipment manufacturer(s) may determine that modifications or configuration changes are necessary. The Contractor, in accordance with this Contract, shall make all modifications or configuration changes as required at labor rates for non-scheduled work per this contract

PAYMENT

In consideration of the services in this Agreement, the CBMA agrees to pay Contractor as follows:

RATES FOR SCHEDULED WORK:

CBMA AWOS

- 1. FAA annual verification and inspection (includes transportation charge). The transportation charge does not include any overnight lodging, vehicle rental*, and meals, which will be charged as required, per Item 7 below (1 required per Year)-----\$2,005.00 each.
- 2. Tri-Annual verification and inspection (includes transportation charge). The transportation charge does not include any overnight lodging, vehicle rental*, and meals, which will be charged as required, per Item 7 below (2 required per Year) -----\$1,910.00 each.
- 3. Any consumable materials or supplies utilized, components, boards, and/ or parts replaced with verification and inspections will be invoiced to the CBMA at Contractor's cost plus a 15% handling charge.

RATES FOR NON-SCHEDULED WORK:

- 4. Maintenance and/ or additional requirement to be present at the site (callout during normal business days, Monday – Friday from 0800 - 1700 Hrs.-----\$110.00 per hour at site.
- 5. Maintenance and/or additional requirement to be present at the site (callout during nights, 1701 – 0759 Hrs. and weekends-----\$110.00 per hour at site.
- 6. Transportation charge for any unscheduled maintenance and/ or additional requirement to be present at the site (not a part of any scheduled work such as annual inspections) shall be \$890.00. Transportation charge does not include any overnight lodging, vehicle*, and meals, which will be charged as required per Item 7 below.

- 7. Remain overnight (RON). Should any maintenance trip and/ or additional requirement to be present at the site require the technician to remain at CBMA overnight then all normal expenses (lodging, meals, and local transportation) would be considered directly reimbursable and invoiced at cost, to the CBMA.
- 8. All normal maintenance components, boards, and/ or parts will be invoiced to the DOA at Contractor's cost plus a 15% handling charge. Any configuration changes, modifications, and/ or upgrades components, boards, and/ or parts will be quoted at the time of consideration and will reflect one time, stand alone pricing.
- 9. Restoration and return to service from a failure of the CBMA AWOS is subject to the availability of loaner equipment, replacement equipment, boards, and parts from the manufacture(s) or other sources. Contractor will expedite this process as best as possible.
- 10. Contractor will provide at no cost to the CBMA, over the telephone and/ or e-mail assistance with personnel present on site, such as an airport operations person(s) and ATC person(s), to resolve abnormal issues, failures, etc. and where possible to effect, repairs and/ or temporary work around repairs, or gain initial failure diagnosis.
- 11. Shop, bench, and/ or office assistance support time considered above and beyond normal contract requirements-----\$95.00 per hour.
- 12. Clerical, shipping, and/ or office work requested-----\$80.00 per hour.
- 13. Management, engineering or technical assistance and/ or consulting services for upgrades, changes to equipment and/ or relocation of equipment-----\$110.00 per hour.
- 14. Non-available equipment, components, parts, and pieces from the manufacture(s) search and location charge-----\$80.00 per hour.
- 15. FCC licensing, consultation, coordination, and FAA frequency liaison-----\$110.00 per hour.
- 16. Configuration changes, modifications, and/ or upgrades. From time to time the FAA and/ or the equipment manufacture(s) may determine that configuration changes, modifications and/ or upgrades are necessary. Any configuration changes, modifications, and/ or upgrades components, boards, and/ or parts will be quoted at the time of consideration and will reflect one-time, standalone pricing. Everest Communications will make all modifications or configuration changes at maintenance and/ or additional requirement to be present at the site rates per item 4 and/ or 5 above.

PAYMENT TERMS AND INVOICING PROCEDURES:

Monthly Invoicing, Net 30. Late charge of 3.5% or \$50.00, which ever is the greater, shall apply to any outstanding invoice over 30 days old. All Invoicing shall be paperless sent via e-mail utilizing .pdf files. The following person shall be the designated contact for receipt of invoices on behalf of the CBMA:

Mack McDonald	Airport Manager
Printed Name	Title
mmcdonald@sanjuancountyut.gov	435-587-3225
E-mail address	Telephone Number

CONTRACT EXTENSION

The Contract will automatically be extended for three (3) for a total contract period to not exceed three (3) years from initial commencement. Any modification, or extension(s) beyond the total contract period shall be by formal written amendment and executed by the parties hereto, thirty (30) days prior to any termination date.

TERMINATION

Either party may terminate this Contract at any time by serving upon the other forty-five (45) days advance written notice of such intent to terminate. Should the CBMA choose to terminate the contract any and all outstanding payments for services rendered, prior to the date of termination, shall be paid to the Contractor.

NOTICES

Any notice required or permitted to be given under this Contract shall be in writing and shall be served in person, via certified USPO mail, via signature required means by commercial carriers (Fedex or UPS) or via electronic means with acknowledged receipt, upon the other party as follows:

CBMA:

Contractor:

Everest Communications
Attn: Ron King, Owner
17208 E. Chestnut Dr.
Queen Creek, AZ 85142
480-294-0216
everest.communications@cox.net

ENTIRE CONTRACT

This document constitutes the entire Contract between the parties and shall not be modified, amended, altered or changed except through a written amendment, signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date(s) entered below.

CBMA:

Contractor:

Cal Black Memorial Airport

Everest Communications

Signature

Signature

Printed Name

Ron King

Title

Owner

Date

Date: 12/10/2024