



**Date:** July 29, 2020  
**To:** Mary T. McCoy, Director of Finance, City of Santa Fe  
**From:** Mackie M. Romero, BDD Financial Manager *MR*  
**Subject:** Alpha Southwest, Inc.

---

**ITEM:**

Request for the approval of Amendment #5 to the contract with Alpha Southwest, Inc. for the BDD Raw Water Pump Project.

**BACKGROUND:**

The Buckman Direct Diversion Board awarded RFB '16/38/B BDD Raw Water Pump project to Alpha Southwest Inc., to construct and install four new raw water pumps at Booster Station 1A and four new raw water pumps at Booster Station 2A. This amendment is to increase the contract by \$74,719.32 plus gross receipts tax. This amount is to continue with the oil lubrication setup and added heavy seals to four more pumps. The BDD Board approved this request on July 2<sup>nd</sup>, which included authorization of funds from the BDD Major Repair and Replacement fund to cover the additional costs.

This contract has been entered into the MUNIS financial system, as a change order to Contract #3201557. The funding is available in our Major Repair & Replacement Fund.

Funding: 8000825.570550

Once approved, we request that you please submit to City Clerk's office for further processing.

If you should have any questions, please feel free to contact me at 505-412-1188.

Thank you



**CITY CLERK'S OFFICE**  
**DOCUMENTS REQUIRING CITY CLERK'S SIGNATURE**

DATE: 7/30/20

SUBMITTED BY: Mackie Romero

Ext.: 505-412-1188

DOCUMENT TYPE: PSA Amendment No. 5 Alpha Southwest

**ATTACHMENTS**

**ATTACHED**

☐

☒

☐

☒

**N/A**

☒

☐

☒

☐

Exhibits

Certificate of Insurance

Waiver of Insurance

Contract Summary

**SIGNATURES**

**OBTAINED**

☐

☐

☐

☒

☒

☒

☒

☒

**N/A**

☒

☒

☒

☐

☐

☐

☐

☐

Mayor

City Manager

City Attorney

Finance Director

Business Unit and Line Item

Contractor

CRS Number

Business Registration Number

x BDDDB CHAIR

x BDDDB LEGAL COUNSEL

COMMENTS: BUCKMAN DIRECT DIVERSION BOARD

RECEIVED BY CITY CLERK'S OFFICE \_\_\_\_\_

DATE: \_\_\_\_\_



**Date:** July 2, 2020  
**To:** Buckman Direct Diversion Board  
**From:** Mackie M. Romero, BDD Financial Manager *MR*  
**Subject:** Amendment No. 5 Alpha Southwest, Inc.

---

### **ITEM AND ISSUE:**

Request for approval of Amendment No. 5 to the contract with Alpha Southwest for the BDD Raw Water Pump Project.

### **BACKGROUND AND SUMMARY:**

In 2016 the Buckman Direct Diversion Board awarded RFB '16/38/B "BDD Raw Water Pump Project" to Alpha Southwest, Inc. to construct and install four (4) raw water pumps at Booster Station 1A (BS1A) and four (4) raw water pumps at Booster Station 2A (BS2A) for a total contract amount of 1,009,472.50. The scope of work includes manufacturing, installation and testing of the eight new vertical turbine pumps with the use of the existing motors.

In 2017 a change order was approved in the amount of \$38,527.02 for the purpose of upgrading the thrust bearings in the existing motors. During the manufacturing phase it was determined the existing motors that were for the raw water pumps at BS2A needed extra high thrust bearings.

In 2018 a change order was approved in the amount of \$27,718.71 to correct the misalignment, including machining the pipe flanges and adjustment of pipe supports to allow for a satisfactory installation of the pump. The remainder of the change order was to allow the contractor to provide oil bath mechanical seals instead of a stuffing box with packing rings. This change order was for one pump.

In 2019 a change order was approved in the amount of \$68,974.37 to continue with the oil lubricated mechanical seal setups with an added heavy seal to prevent any material getting to the new seal on three more pumps. In addition to the purchase of 4 vertical clamp couplings to allow for seal replacement without pulling the electric motor and help stop vibration of the pump.

This request is to approve a change order to provide the funding to continue with the oil lubricated mechanical seal setup and the purchase of vertical clamp couplings for the remaining (4) four pumps at Booster Station 1A and 2A. This change order will increase the contract by \$74,719.32 plus NM Gross receipts tax for a total contract amount of \$1,226,957.82.

The BDDDB has authorized these expenditures from the Major Repair and Replacement fund. Therefore this request includes approval of a Budget Amendment Resolution (BAR) to cover the additional cost.



**ACTION REQUESTED:**

Staff recommends approval of Amendment No. 5 to the contract with Alpha Southwest, Inc. to increase the contract amount by \$74,719.32 for a total amount of \$1,226,957.82 and approval of the Budget Adjustment Resolution (BAR) from the Major Repair and Replacement Fund.

BU/LI: Service Contracts 8000825.570550

MUNIS Contract #3201557 (Change Order 1)

Approved by BDDDB July 2, 2020

*JoAnne Vigil Coppler*

JoAnne Vigil Coppler (Jul 29, 2020 07:55 MDT)

---

Councilor JoAnne Vigil Coppler, BDDDB Chair

**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 5 TO THE  
AGREEMENT WITH ALPHA SOUTHWEST, INC.**

This AMENDMENT No. 5 (the "Amendment") to the Agreement between Owner and Contractor dated August 4, 2016, and subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Alpha Southwest, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

**RECITALS**

**WHEREAS**, under the terms of the Agreement, Contractor agreed to provide professional services to the BDDDB to remove, construct and install four (4) raw water pumps for the Buckman Direct Diversion's Booster Pump Stations 1A and 2A, pursuant to Bid No. 16/38/B for the BDD Raw Water Pump Project ("the Bid");

**WHEREAS**, the Bid contained Alternative Bid Items which included up to four (4) additional pumps that could be purchased by the BDDDB within one year of the Agreement;

**WHEREAS**, pursuant to Amendment No. 1 to the Agreement, the BDDDB elected to purchase four (4) additional pumps as provided for in the Alternate Bid Items;

**WHEREAS**, pursuant to Amendment No. 2 to the Agreement, the BDDDB approved a change order request for parts needed in the construction of the four (4) 2A raw water pumps for the BDD Raw Water Pump Project;

**WHEREAS**, pursuant to Amendment No. 3 to the Agreement, the BDDDB approved a change order request, related to field conditions at one pump installation and two modifications to the proposed sealing system for the BDD Raw Water Pump Project; and to extend the time of completion;



**WHEREAS**, pursuant to Amendment No. 4 to the Agreement, the BDDDB approved a change order request, related to changes to the sealing system at three (3) pump installations and changes to the vertical clamp couplings of four (4) pumps for the BDD Raw Water Pump Project; and to extend the time of completion;

**WHEREAS**, Contractor has submitted a request for a change order, related to changes to the sealing system at four (4) pump installations and changes to the vertical clamp couplings of four (4) pumps for the BDD Raw Water Pump Project; and to extend the time of completion;

**WHEREAS**, the BDDDB wishes to approve the change request and increase the Contract Sum in Article 4, paragraph 4.1;

**WHEREAS**, pursuant to Article 10.22 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and Contractor agree as follows:

**1. Change Order**

The change order request for necessary parts and labor in the amount of Seventy-Four Thousand Seven Hundred Nineteen and .32/100 Dollars (\$74,719.32) plus applicable gross receipts tax and to extend the time of completion to June 30, 2021 is approved.

**2. Contract Sum**

Article 4, Contract Sum, of the Agreement is amended so that Article 4, paragraph 4.1 reads in its entirety as follows:

- 4.1 The Owner shall pay Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of One Million Two Hundred Twenty-Six Thousand Nine Hundred Fifty Seven and .82/100 Dollars (\$1,226,957.82).

The Contract Sum is determined as follows:

Base Bid Price	
(Increased by Bid Alternate Amendment No. 1)	\$ 932,000.00
Change Order No. 1 (Amendment No. 2)	\$ 35,570.25
Change Order No. 2 (Amendment No. 3)	\$ 25,591.42
Change Order No. 3 (Amendment No. 4)	\$ 63,607.49
Change Order No. 4 (Amendment No. 5)	\$ 74,719.32
Gross Receipts (8.4375%) Tax	\$ 95,469.34
<b>TOTAL:</b>	<b>\$1,226,957.82</b>

**3. Agreement in Full Force**

Except as specifically provided in this Amendment, the Agreement remains, and shall remain, in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the Agreement as of the dates set forth below.

**BUCKMAN DIRECT DIVERSION BOARD**

By: *JoAnne Vigil Coppler*  
JoAnne Vigil Coppler (Jul 29, 2020 07:55 MDT)  
JoAnne Vigil Coppler, BDDDB Chair

Date: 07/02/2020

**APPROVED AS TO FORM:**

*Nancy R. Long*  
Nancy R. Long, BDDDB Counsel

**APPROVED:**

*Mary McCoy*  
Mary T. McCoy, City Finance Director

**ATTEST:**

*Yolanda Y. Vigil*  
Yolanda Y. Vigil, City Clerk

File Date: 8/3/2020

*seu*  
XIV

**CONTRACTOR:**  
**Alpha Southwest, Inc.**

By: *David M. Yates*

Name: David M. Yates

Title: Vice President

Date: 30 July 2020

New Mexico Tax & Revenue

CRS# 01-711081-00-5

City of Santa Fe Business

Registration # 20-225207



# Alpha Southwest Amendment

Final Audit Report

2020-07-30

Created:	2020-07-30
By:	Mackie Romero (mmromero1@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC3H2STzM7dELg4ZwCsUATNIbvcTNOGit

## "Alpha Southwest Amendment" History



Document created by Mackie Romero (mmromero1@santafenm.gov)

2020-07-30 - 1:36:09 AM GMT- IP address: 63.232.20.2



Document emailed to David M Yates (dave@alphasw.com) for signature

2020-07-30 - 1:37:42 AM GMT



Email viewed by David M Yates (dave@alphasw.com)

2020-07-30 - 2:22:46 PM GMT- IP address: 67.143.176.98



Document e-signed by David M Yates (dave@alphasw.com)

Signature Date: 2020-07-30 - 2:35:35 PM GMT - Time Source: server- IP address: 67.143.176.98



Signed document emailed to David M Yates (dave@alphasw.com) and Mackie Romero (mmromero1@santafenm.gov)

2020-07-30 - 2:35:35 PM GMT



Adobe Sign



## Buckman Direct Diversion Board Summary of Contracts, Agreements, & Amendments

### Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Alpha Southwest, Inc.

3 Complete information requested ☒ Plus GRT

☐ Inclusive of GR1

Original Contract Amount: \$504,736.25

Termination Date: June 30, 2017

☒ Approved by BDDB Date: August 4, 2016

☐ or by Facilities Manager Date: \_\_\_\_\_

**Contract is for:** To manufacture, test and install (4) four verticle turbine pumps.

Amendment # 5 to the Original Contract# 16-0769

Increase/(Decrease) Amount \$ 74,719

Extend Termination Date to: June 30, 2021

☒ Approved by BDDB Date: July 2, 2020

☐ or by Project Manager Date: \_\_\_\_\_

**Amendment is for:** To approve change order request and extend term of completion.

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☒ Plus GRT

☐ Inclusive of GR1

Amount \$ 504,736.25 of original Contract# 16-0769 Termination Date: 6/30/2017

Reason: To manufacture and install 4 verticle turbine pumps.

Amount \$ 504,736.25 amendment # 1 Termination Date: 6/30/2017

Reason: To purchase 4 additional verticle turbine pumps

Amount \$ 38,527.08 amendment # 2 Termination Date: 6/30/2018

Reason: Upgrade the trust bearing in the existing motors (change order)

Amount \$ 27,718.71 amendment # 3 Termination Date: 6/30/2019

Reason: Change Order for modifications to complete one pump installation

Amount \$ 68,974.37 amendment # 4 Termination Date: 6/30/2020

Reason: Change Order to continue with modification on 3 additonal pumps

Amount \$ 74,719.32 amendment # 5 Termination Date: 6/30/2021

Reason: Change Order to continue with modification on 4 additonal pumps

Total of Original Contract plus all amendments: \$ 1,219,412



## Buckman Direct Diversion Board Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 16/36/B Date: August 4, 2016

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

6 **Procurement History:** Year 5 of 8 year construction contract

example: (First year of 8 year contract)

*Fran Dunaway*  
Fran Dunaway (Jul 31, 2020 14:21 MDT)

**Purchasing Approval**

7 **Funding Source:** BDD Major Repair & Replacement **BU/Line Item:** 8000825.570550

*Alexis Lotero*  
Alexis Lotero (Jul 31, 2020 11:58 MDT)

**Budget Officer Approval**

**Comments or Exceptions:** \_\_\_\_\_

8 **Any out-of-the ordinary or unusual issues or concerns:**

none

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Mackie Romero, BDD Finance Manager

Phone # 505-955-4506

10 **Certificate of Insurance attached.** (if original Contract) ☐

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**

**Buckman Direct Diversion Board**



# CERTIFICATE OF LIABILITY INSURANCE

ALPHA-7

OP ID: MA

DATE (MM/DD/YYYY)

09/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cress Insurance Consultants 6101 Moon St. NE Suite 1000 Albuquerque, NM 87111 Ray Strom		<b>CONTACT NAME:</b> Ray Strom <b>PHONE (A/C, No, Ext):</b> 505-822-8114 <b>FAX (A/C, No):</b> 505-822-0341 <b>E-MAIL ADDRESS:</b> rstrom@cressinsurance.com		
<b>INSURED</b> Alpha Southwest, Inc. P O Box 9263 Albuquerque, NM 87119		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> National Fire Ins of Hartford		20478
		<b>INSURER B:</b> Continental Casualty Company		20443
		<b>INSURER C:</b> Liberty Mutual Insurance		23043
		<b>INSURER D:</b> Valley Forge Insurance Co		20508
		<b>INSURER E:</b> Columbia Casualty		20427
		<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			5093812966 6018485129	10/01/2019 06/02/2019	10/01/2020 06/02/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
E	<input checked="" type="checkbox"/> <b>Prof E&amp;O</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAS57514880 - TX	10/01/2019	10/01/2020	\$ \$ \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			5093778091	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5093848947	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Equipment Floater</b>			BMW57358623	10/01/2019	10/01/2020	Lease/Ren 400,000
C	<b>Install Floater*</b>			BMW57358623	10/01/2019	10/01/2020	Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****MISCEL1**

Buckman Direct Diversion  
341 Caja Del Rio Road  
Santa Fe, NM 87506

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Ray Strom*

© 1988-2014 ACORD CORPORATION. All rights reserved.

## CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor Name: Alpha Southwest, Inc

Procurement Title: Raw Water Pump Project

Solicitation RFB#: 16/38/B

Department Requesting/Staff Member Mackie Romero

### Procurement Requirements:

*A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .*

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to BDDB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Tab
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Mackie Romero, BDD Finance Manager

Department Rep Printed Name and Title

Mackie Romero

Department Rep Signature attesting that all information included

Fran Dunaway  
Fran Dunaway (Jul 30 2020 14:21 MDT)

Purchasing Officer attesting that all information is reviewed

### REQUIRED DOCUMENTS FOR BID FILE\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final Bid Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final RFQ
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input type="checkbox"/>	Copies of all RFQ submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all bid submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Tab

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reference Reviews/Reference Check Questionnaires
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Individual evaluations included for each RFP.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pricing evaluation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final overall evaluation matrix or summary of evaluator scores
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

#### AWARD\*

YES      N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fully executed Memo to BDDDB from the Department with recommendation of award
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Winning bid (this is a copy that has all confidential/proprietary information excluded)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract Award Notice
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Email or notification sent to all Bidders/Offerors that award was made
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Waiver or "No Action Taken" from Procurement Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

#### DISCLOSURES\*

YES      N/A

<b>Contractor Disclosures &amp; Conflicts of Interest</b>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
<b>Contractor –Conflicts of Interest</b>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest Form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Procurement Office regarding the potential conflict
<b>Subcontractor Disclosures</b>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disclosures & Conflicts of Interest form of Subcontractor(s)
<b>Subcontractor –Conflicts of Interest</b>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officer Letter or email to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Legal Office regarding the potential conflict
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

#### CONTRACT\*

YES      N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of Executed Contract
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of all documentation presented to the Committees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Finalized Council Committee Minutes
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

#### MISCELLANEOUS FILE\*

YES      N/A

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local Preference Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	New Mexico Residence Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Veterans Exemption

\*



☐ ☐ Other: \_\_\_\_\_

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

**PROTEST (If applicable)\***

**YES      N/A**

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation from protester filed with the Purchasing Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Department to Purchasing Office Providing response to protest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Purchasing Officer to protester and Department on final outcome
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

**YES      N/A**

<input type="checkbox"/>	<input type="checkbox"/>	Original bid(s) with no redactions
--------------------------	--------------------------	------------------------------------

Mackie Romero, BDD Finance Manager

Department Rep Printed Name and Title

Mackie Romero

Department Rep Signature attesting that all information included



*A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.*

**“OFFICIAL NOTICED-TO-PROCEED”**

September 27, 2016

Alpha Southwest  
Attn: Warren Ellis  
205 Rossmoor Rd SW  
Albuquerque, NM 87105

RE: BDD Raw Water Pump Project

On August 4, 2016, the Buckman Direct Diversion Board awarded a Contract to your firm for the BDD Raw Water Pump Project Bid Number 16/38/B. This letter shall serve as official Notice-to-Proceed with the work described for this project in the Contract Documents and Request for Bids.

The award of the Agreement is based on your Bid proposal dated June 23, 2016, in the amount of \$466,000 plus NM Gross Receipts tax, for a total of \$504,736.25

Based on the date of issuance of this notice, as starting date October 5, 2016 and the 240 calendar days, per the contract work time limit, the entire work under this Agreement shall be substantially completed by June 2, 2017. Attached is a signed copy of the Agreement between Owner and Contractor. These are for your files and Surety Company. Please comply with the requirement for filling payroll statements with the State Labor Commission and the City Contract Compliance Officer.

Please acknowledge receipt of this notice.

Sincerely,

Charles M. Vokes, BDD Facilities Director

**RECEIPT ACKNOWLEDGED:**

By: Warren Ellis

Date: 10/5/2016



**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 4 TO THE  
AGREEMENT WITH ALPHA SOUTHWEST, INC.**

This AMENDMENT No. 4 (the "Amendment") to the Agreement between Owner and Contractor dated August 4, 2016, and subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Alpha Southwest, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

**RECITALS**

**WHEREAS**, under the terms of the Agreement, Contractor agreed to provide professional services to the BDDDB to remove, construct and install four (4) raw water pumps for the Buckman Direct Diversion's Booster Pump Stations 1A and 2A, pursuant to Bid No. 16/38/B for the BDD Raw Water Pump Project ("the Bid");

**WHEREAS**, the Bid contained Alternative Bid Items which included up to four (4) additional pumps that could be purchased by the BDDDB within one year of the Agreement;

**WHEREAS**, pursuant to Amendment No. 1 to the Agreement, the BDDDB elected to purchase four (4) additional pumps as provided for in the Alternate Bid Items;

**WHEREAS**, pursuant to Amendment No. 2 to the Agreement, the BDDDB approved a change order request for parts needed in the construction of the four (4) 2A raw water pumps for the BDD Raw Water Pump Project;

**WHEREAS**, pursuant to Amendment No. 3 to the Agreement, the BDDDB approved a change order request, related to field conditions at one pump installation and two modifications to the proposed sealing system for the BDD Raw Water Pump Project; and to extend the time of completion;

**WHEREAS**, Contractor has submitted a request for a change order, related to changes to the sealing system at three (3) pump installations and changes to the vertical clamp couplings of four (4) pumps for the BDD Raw Water Pump Project; and to extend the time of completion;

**WHEREAS**, the BDDDB wishes to approve the change request and increase the Contract Sum in Article 4, paragraph 4.1;

**WHEREAS** pursuant to Article 10.22 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and Contractor agree as follows:

**1. Change Order**

The change order request for necessary parts and labor in the amount of Sixty-Three Thousand Six Hundred Seven and .49/100 Dollars (\$63,607.49) plus applicable gross receipts tax and to extend the time of completion to June 30, 2020 is approved.

**2. Contract Sum**

Article 4, Contract Sum, of the Agreement is amended so that Article 4, paragraph 4.1 reads in its entirety as follows:

- 4.1 The Owner shall pay Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of One Million One Hundred Forty-Four Thousand Six Hundred Ninety-Two and .61/100 Dollars (\$1,144,692.61).

The Contract Sum is determined as follows:

Base Bid Price	
(Increased by Bid Alternate Amendment No. 1)	<u>\$ 932,000.00</u>
Change Order No. 1 (Amendment No. 2)	<u>\$ 35,570.25</u>
Change Order No. 2 (Amendment No. 3)	<u>\$ 25,591.42</u>
Change Order No. 3 (Amendment No. 4)	<u>\$ 63,607.49</u>
Gross Receipts (8.4375%) Tax	<u>\$ 87,923.45</u>
<b>TOTAL:</b>	<u><b>\$1,144,692.61</b></u>

**3. Agreement in Full Force**

Except as specifically provided in this Amendment, the Agreement remains, and shall remain, in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Agreement as of the dates set forth below.

**BUCKMAN DIRECT DIVERSION BOARD**

By: Anna T. Hamilton  
Commissioner Anna T. Hamilton,  
BDDDB Chair

Date: 12/05/19

ATTEST: Geraldine Salazar  
Geraldine Salazar, County Clerk

File Date: 12-30-2019

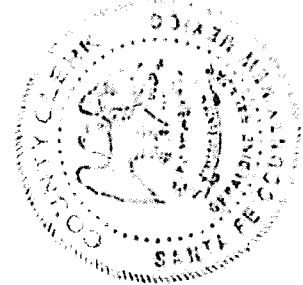
**CONTRACTOR:**  
**Alpha Southwest, Inc.**

By: [Signature]

Name: David M. Yates

Title: Vice President

Date: 12/17/19



**APPROVED AS TO FORM:**

Nancy R. Long  
Nancy R. Long, BDDDB Counsel

**APPROVED:**

Mary T. McCoy  
Mary T. McCoy, City Finance Director

**ATTEST:**

Yolanda Y. Vigil all  
Yolanda Y. Vigil, City Clerk

File Date: 5-13-20

Received 5-13-20

Business Unit/Line Item: 8000825.570550.BDD9925



ITEM # 18-1353

**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 3 TO THE  
AGREEMENT WITH ALPHA SOUTHWEST, INC.**

This AMENDMENT No. 3 (the "Amendment") to the Agreement between Owner and Contractor dated August 4, 2016, and subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Alpha Southwest, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

**RECITALS**

**WHEREAS**, under the terms of the Agreement, Contractor agreed to provide professional services to the BDDDB to remove, construct and install four (4) raw water pumps for the Buckman Direct Diversion's Booster Pump Stations 1A and 2A, pursuant to Bid No. 16/38/B for the BDD Raw Water Pump Project ("the Bid");

**WHEREAS**, the Bid contained Alternative Bid Items which included up to four (4) additional pumps that could be purchased by the BDDDB within one year of the Agreement;

**WHEREAS**, pursuant to Amendment No. 1 to the Agreement, the BDDDB elected to purchase four (4) additional pumps as provided for in the Alternate Bid Items;

**WHEREAS**, pursuant to Amendment No. 2 to the Agreement, the BDDDB approved a change order request for parts needed in the construction of the four (4) 2A raw water pumps for the BDD Raw Water Pump Project;

**WHEREAS**, Contractor has submitted a request for a change order, related to field conditions at one pump installation; two modifications to the proposed sealing system for the BDD Raw Water Pump Project; and to extend the time of completion.

**WHEREAS**, the BDDDB wishes to approve the change request and increase the Contract Sum in Article 4, paragraph 4.1 and to extend the time for completion in Article 3, paragraph 3.1;

**WHEREAS** pursuant to Article 10.22 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and Contractor agree as follows:

**1. Change Order**

The change order request for necessary parts and labor in the amount of Twenty-Seven Thousand Seven Hundred Eighteen and .71/100 Dollars (\$27,718.71) plus applicable gross receipts tax and to extend the time of completion to June 30, 2019 is approved.

**2. Contract Sum**

Article 4, Contract Sum, of the Agreement is amended so that Article 4, paragraph 4.1 reads in its entirety as follows:

- 4.1 The Owner shall pay Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of One Million Seventy-Five Thousand Seven Hundred Eighteen and .24/100 Dollars (\$1,075,718.24).

The Contract Sum is determined as follows:

Base Bid Price (Increased by Amendment No. 1)	\$ 932,000.00
Change Order No. 1 (Amendment No. 2)	\$ 35,570.25
Change Order No. 2 (Amendment No. 3)	\$ 25,591.42
Bid Alternates (0 thru 0) Price	\$ 0
Gross Receipts (8.4375%) Tax	\$ 82,127.29
<b>TOTAL:</b>	<b>\$ 1,075,718.24</b>

**3. Time of Commencement and Substantial Completion**

Article 3, Time of Commencement and Substantial Completion, is amended to extend the time of completion of the Base Bid to June 30, 2019.

**4. Agreement in Full Force**

Except as specifically provided in this Amendment, the Agreement remains, and shall remain, in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Agreement as of the dates set forth below.

**[Remainder of Page Intentionally Left Blank;  
Signature Page Follows]**

**BUCKMAN DIRECT DIVERSION BOARD**

By: 

Councilor Peter Ives, BDDDB Chair

Date: 10/4/2018

**CONTRACTOR:**

**Alpha Southwest, Inc.**

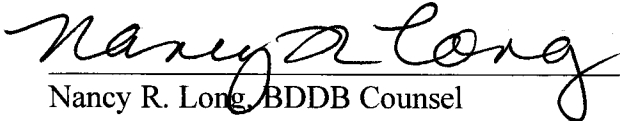
By: 

Name: DAVID M. YATES

Title: Vice President

Date: 10/22/18

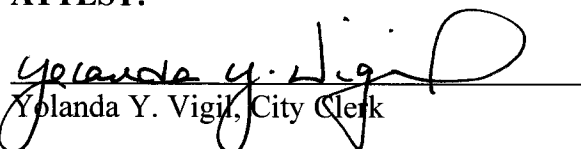
**APPROVED AS TO FORM:**

  
Nancy R. Long, BDDDB Counsel

**APPROVED:**

  
Mary T. McCoy, City Finance Director 

**ATTEST:**

  
Yolanda Y. Vigil, City Clerk

File Date: 12-11-18

Business Unit/Line Item: 72420.570550.991330

**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 2 TO THE  
AGREEMENT WITH ALPHA SOUTHWEST, INC.**

This AMENDMENT No. 2 (the "Amendment") to the Agreement between Owner and Contractor dated August 4, 2016, and subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Alpha Southwest, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

**RECITALS**

**WHEREAS**, under the terms of the Agreement, Contractor agreed to provide professional services to the BDDDB to remove, construct and install four (4) raw water pumps for the Buckman Direct Diversion's Booster Pump Stations 1A and 2A, pursuant to Bid No. 16/38/B for the BDD Raw Water Pump Project ("the Bid");

**WHEREAS**, the Bid contained Alternative Bid Items which included up to four (4) additional pumps that could be purchased by the BDDDB within one year of the Agreement;

**WHEREAS**, pursuant to Amendment No. 1 to the Agreement, the BDDDB elected to purchase four (4) additional pumps as provided for in the Alternate Bid Items;

**WHEREAS**, Contractor has submitted a request for a change order, for parts needed in the construction of the four (4) 2A raw water pumps for the BDD Raw Water Pump Project;

**WHEREAS**, the BDDDB wishes to approve the change request and increase the Contract Sum in Article 4, paragraph 4.1;

**WHEREAS** pursuant to Article 10.22 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and Contractor agree as follows:

**1. Change Order**

The change order request for parts needed in the construction of the four (4) 2A raw water pumps in the amount of Thirty-Five Thousand Five Hundred Seventy and .25/100 Dollars (\$35,570.25) plus applicable gross receipts tax is approved.

**2. Contract Sum**

Article 4, Contract Sum, of the Agreement is amended so that Article 4, paragraph 4.1 reads in its entirety as follows:

- 4.1 The Owner shall pay Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of One Million Forty-Seven Thousand Nine Hundred Ninety-nine and .52/100 Dollars (\$1,047,999.52).

The Contract Sum is determined as follows:

Base Bid Price	<u>\$ 932,000.00</u>
Change Order No. 1	<u>\$ 35,570.25</u>
Bid Alternates (0 thru 0) Price	<u>\$ 0</u>
Gross Receipts (8.3125%) Tax	<u>\$ 80,429.28</u>
<b>TOTAL:</b>	<u><b>\$1,047,999.53</b></u>

**3. Agreement in Full Force**

Except as specifically provided in this Amendment, the Agreement remains, and shall remain, in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement as of the dates set forth below.



**BUCKMAN DIRECT DIVERSION BOARD**

By: C. Dominguez  
Carmichael Dominguez, BDDDB Chair  
Date: 3.8.17

**CONTRACTOR:**  
**Alpha Southwest, Inc.**

By: Warren Ellis  
Name: Warren Ellis  
Title: Sales Manager  
Date: 3/20/2017

**APPROVED AS TO FORM:**

Nancy R. Long  
Nancy R. Long, BDDDB Counsel

**APPROVED:**

Adam K. Johnson

ADAM K. JOHNSON, CITY FINANCE DIRECTOR

**ATTEST:**

Yolanda Y. Vigil  
Yolanda Y. Vigil, City Clerk cas

File Date: 4-12-17

Business Unit/Line Item \_\_\_\_\_

**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 1 TO THE  
AGREEMENT WITH ALPHA SOUTHWEST, INC.**

This AMENDMENT No. 1 (the "Amendment") to the Agreement between Owner and Contractor dated August 4, 2016, (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Alpha Southwest, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

**RECITALS**

**WHEREAS**, under the terms of the Agreement, Contractor agreed to provide professional services to the BDDDB to remove, construct and install four (4) raw water pumps for the Buckman Direct Diversion's Booster Pump Stations 1A and 2A, pursuant to Bid No. 16/38/B for the BDD Raw Water Pump Project ("the Bid");

**WHEREAS**, the Bid contained Alternative Bid Items which included up to four (4) additional pumps that could be purchased by the BDDDB within one year of the Agreement;

**WHEREAS**, the BDDDB wishes to purchase the four (4) additional pumps as provided in the Alternative Bid Items, at this time;

**WHEREAS**, the General Conditions of the Agreement limit the warranty to be provided after final completion of the Project (including for the Alternative Bid Items);

**WHEREAS**, the warranty limitation is based upon conditions currently existing at the Buckman Direct Diversion facility due to the design and construction of the facility's intake structure; and

**WHEREAS**, pursuant to Article 10.22 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and Contractor agree as follows:

## **1. The Work**

Article 2, The Work, paragraph 2.2 of the Agreement is amended, so that Article 2, paragraph 2.2 reads in its entirety as follows:

2.2 The Work is located at Buckman Direct Diversion's Booster Pump Stations 1A and 2A, which are located approximately 17 miles northwest of Santa Fe, New Mexico.

The Work includes:

- a. Removing eight (total) existing vertical turbine pumps from two existing pump stations.
- b. Removing eight (total) electric motors from two existing pump stations and shipping those motors to a motor testing and repair facility. Those motors shall be returned to the Buckman Direct Diversion (BDD) and re-installed after service and testing.
- c. Manufacture, installation, startup and testing of eight (total) new vertical turbine pumps and all appurtenant equipment.
- d. All electrical and controls wiring and testing to make the new pumps completely operable with the existing system.
- e. It is understood that all mechanical, electrical and controls work will be performed by Contractor. It is also understood that BDD staff are familiar with the existing plant control systems and will assist Contractor with software programming changes necessary to make the system fully functional.
- f. The Work also consists of but is not limited to furnishing all equipment, labor and materials as required by the Owner.

## **2. Contract Sum**

Article 4, Contract Sum, of the Agreement is amended so that Article 4, paragraph 4.1 reads in its entirety as follows:

4.1 The Owner shall pay Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of One Million Nine Thousand Four Hundred Seventy-two and .50/100 Dollars (\$ 1,009,472.50).

The Contract Sum is determined as follows:

Base Bid Price	<u>\$ 932,000.00</u>
Bid Alternates (0 thru 0 )Price	<u>\$0</u>
Gross Receipts (8.3125%) Tax	<u>\$ 77,472.50</u>
TOTAL:	<u>\$1,009,472.50</u>

**3. AGREEMENT IN FULL FORCE.**

Except as specifically provided in this Amendment, the Agreement remains, and shall remain, in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;***

***SIGNATURE PAGE FOLLOWS]***

**BUCKMAN DIRECT DIVERSION BOARD**

By: C. Dominguez  
Carmichael Dominguez, BDDDB Chair  
Date: 9.1.16

**CONTRACTOR:**  
**Alpha Southwest, Inc.**

By: Warren Ellis  
Alpha Southwest, Inc.  
Name: Warren Ellis  
Title: Sales Manager  
Date: 9/15/2016

**APPROVED AS TO FORM:**

Nancy R. Long  
Nancy R. Long, BDDDB Counsel

**APPROVED:**

Oscar Rodriguez 9-20-2016  
Oscar Rodriguez, City Finance Director

**ATTEST:**

Yolanda Y. Vigil  
Yolanda Y. Vigil, City Clerk  
File Date: 9-21-16

Business Unit/Line Item \_\_\_\_\_

BUCKMAN DIRECT DIVERSION BOARD  
RAW WATER PUMP PROJECT

**AGREEMENT BETWEEN  
OWNER AND CONTRACTOR**

This Agreement is entered into this 4<sup>th</sup> day of August 2016, by and between the BUCKMAN DIRECT DIVERSION BOARD, herein known as the Owner, and Alpha Southwest, herein known as the Contractor.

For the following:

PROJECT: BDD Raw Water Pump Project  
Bid No. 16/38/B

ENGINEER: Deere & Ault Consultants

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to "Engineer" in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

RECITALS

WHEREAS, the Owner, through its Governing Board, is authorized to enter into an Agreement for the project; and

WHEREAS, the General Conditions of this Agreement limit the warranty to be provided after final completion of the Project; and

WHEREAS, the warranty limitation is based upon conditions currently existing at the Buckman Direct Diversion facility due to the design and construction of the facility's intake structures; and

WHEREAS, the Owner has let this Agreement according to the established State and Local Purchasing procedures for contracts of the type and amount let;

WHEREAS, construction of this Project was approved by the Governing Board of the Buckman Direct Diversion Board at its meeting of August 4, 2016.

OWNER and the CONTRACTOR in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1  
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement; the Conditions of the Agreement (General, Supplementary, and other Conditions); all Sections, Specifications, Exhibits, Drawings, and forms and documents listed in the General Conditions of the Agreement - Section 00 7500; all Addenda issued prior to Bid; and all modifications issued and executed by Owner and Contractor after execution of this Agreement. These documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein.

ARTICLE 2  
THE WORK

2.1 The Contractor shall perform all the work required by the Contract Documents for the BDD Raw Water Pump Project, City of Santa Fe, Bid No. \_\_\_\_\_.

2.2 The Work is located at Buckman Direct Diversion's Booster Pump Stations 1A and 2A, which are located approximately 17 miles northwest of Santa Fe, New Mexico.

The Work includes:

- a. Removing four (total) existing vertical turbine pumps from two existing pump stations.
- b. Removing four (total) electric motors from two existing pump stations and shipping those motors to a motor testing and repair facility. Those motors shall be returned to the Buckman Direct Diversion (BDD) and re-installed after service and testing.
- c. Manufacture, installation, startup and testing of four (total) new vertical turbine pumps and all appurtenant equipment.
- d. All electrical and controls wiring and testing to make the new pumps completely operable with the existing system.
- e. It is understood that all mechanical, electrical and controls work will be performed by the Contractor. It is also understood that BDD staff are familiar with the existing plant control systems and will assist the Contractor with software programming changes necessary to make the system fully functional.
- f. The work also consists of but not limited to furnishing all equipment, labor and materials as required by the Owner.

2.3 Contractor shall be responsible for verification of all measurements and dimensions for bidding.

- 2.4 Contractor shall be responsible for all permits, fees, insurance and the bond associated with the completion of this project.

ARTICLE 3  
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The work to be performed under this Agreement shall be commenced not later than Ten (10) consecutive calendar days after the date of written Notice to Proceed, and the completion of the Base Bid shall be achieved not later than Two-Hundred Forty (240) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written "Change Order" by the Owner.

ARTICLE 4  
CONTRACT SUM

- 4.1 The Owner shall pay Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of four hundred sixty six thousand dollars (\$ 466,000.00).

The Contract Sum is determined as follows:

Base Bid Price	<u>\$ 466,000.00</u>
Bid Alternates ( <u>0</u> thru <u>0</u> ) Price	<u>\$ 0</u>
Gross Receipts (8.3125%) Tax	<u>\$ 38, 736.25</u>
TOTAL:	<u>\$504,736.25</u>

ARTICLE 5  
PROGRESS PAYMENTS

- 5.1 Contractor shall submit Applications for Payment, based on the percentage of the Work performed as follows and in accordance with Article 10 of the General and Special Provisions.
- a) 20% Payment on approval of Shop Drawings
  - b) 50% Payment on completion of Pump Testing
  - c) 60% Payment on completion of Electric Motor Refurbishment
  - d) 80% Payment on Delivery of Pumps and Motors
  - e) 95% Payment on Complete Installation, Testing and Acceptance of Pumps
  - f) 100% Payment within twenty-eight (28) calendar days after correction of all deficiencies listed in the Certificate of Substantial Completion have been corrected.



ARTICLE 6  
LIQUIDATED DAMAGES

- 6.1 Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work and/or the specific tasks or portions of the Work are not completed within the time durations specified in Article 3 above, plus any extensions thereof agreed to by Owner. Contractor agrees to pay to the Owner the amount of one thousand dollars (\$1,000) per each consecutive calendar day of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Agreement, not as a penalty, but as liquid damages for such breach of the Agreement.

ARTICLE 7  
FINAL PAYMENT

- 7.1 Upon final completion and acceptance of the Work in accordance with Section 3.01 of the General Conditions of the Agreement, Owner shall issue Final Payment constituting the unpaid balance of the Contract Sum as recommended by Engineer, to Contractor within twenty-eight (28) calendar days after all deficiencies that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the terms of the Agreement has been fully performed.
- 7.2 Prior to issuance of Final Payment by the Owner, Contractor shall provide to the Owner a certified statement of Final Release Form, Consent of Surety, Warranty from Contractor, warranties from suppliers and manufacturers, training sessions, equipment/operation & maintenance manuals, and as-built drawings.

ARTICLE 8  
SCHEDULE

- 8.1 Contractor shall, within fifteen (15) days after the effective date of this Agreement, prepare and submit to the Owner five (5) copies of a progress schedule covering Project operations and activities for the Two Hundred Forty (240) calendar day Project period.

ARTICLE 9  
CONTRACTOR'S REPRESENTATIONS

- 9.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor shall examine the site conditions, intended application, and operation

of the pump system and recommend pumps that will best satisfy the indicated requirements. This includes review of installed equipment to be reused and coordination to assure the compatibility of new and existing equipment.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the time for Substantial Completion, and in accordance with the other terms and conditions of the Contract Documents.
- E. Contractor is aware of the general nature of Work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 10 GENERAL AND SPECIAL PROVISIONS

- 10.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.
- 10.2 Terms used in this Agreement which are defined in the Conditions of the Agreement shall have the meanings designated in those Conditions.
- 10.3 Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of Contractor.
- 10.4 An enumeration of Contractor's Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the aggregate maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act, and shall provide proof of such

- insurance coverage to the Owner. It is the sole responsibility of Contractor to be in compliance with the law.
- 10.5 This Agreement shall not become effective until; (i) approved by the Governing Board; (ii) and signed by all parties required to sign this Agreement.
- 10.6 Contractor and Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. Contractor and Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.
- 10.7 Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner.
- 10.8 Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered and work performed. These records shall be subject to inspection by the Owner, the New Mexico Department of Finance and Administration, and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.
- 10.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.
- 10.10 Contractor warrants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.
- 10.11 Contractor hereby warrants that Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.
- 10.12 Contractor, upon Final Payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, the Owner's consultants, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that Contractor may have.
- 10.13 Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

- 10.14 Gender, Singular/Plural: Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 10.15 Captions and Section Headings: The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 10.16 This agreement shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.
- 10.17 Certificates and Documents Incorporated: All certificates and documentation required by the provisions of the Agreement and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.
- 10.18 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Any finding voiding or declaring unenforceable any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof, the parties agreeing specifically that they would have entered into and performed pursuant to the provisions hereof without the existence of the voided or unenforceable provisions.
- 10.19 Waiver: No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.
- 10.20 Assignment of Agreement: No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.21 Successors and Assigns: Owner and Contractor each binds itself, its partners, successors,

assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

- 10.22 Entire Agreement: This Agreement represents the entire Agreement between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.
- 10.23 Interchangeable Terms: For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.
- 10.24 Words and Phrases: Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.
- 10.25 Relationship of Contract Documents: The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.
- 10.26 Notices: Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER: Buckman Direct Diversion Board  
Buckman Direct Diversion  
341 Caja del Rio  
Santa Fe, New Mexico 87507

CONTRACTOR: Alpha Southwest  
205 Rossmoor Rd. SW  
Albuquerque, NM 87105

- 10.27 Conflicts: In interpreting the Contract Documents, words describing material, or work having a well-known technical or trade meaning, unless otherwise specifically defined, shall be construed in accordance with such well-known meaning recognized by Engineers, Architects, and the trades. In resolving inconsistencies and/or conflicts among two (2) or more sections of the Contract Documents precedence shall be given in the following order:

- A. Contract Agreement
  - B. Modifications to the Agreement by Change Order (if any)
  - C. Addendums
  - D. Supplementary Conditions
  - E. Instructions to Bidders
  - F. Plans/Drawings
  - G. Technical Specifications
  - H. General Requirements
- 10.28 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the New Mexico Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.
- 10.29 By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Owner and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

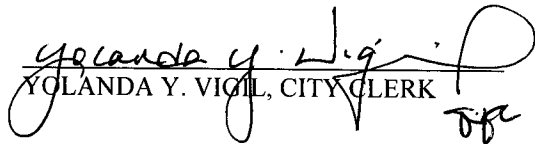
## ARTICLE 11

### NEW MEXICO TORT CLAIMS ACT

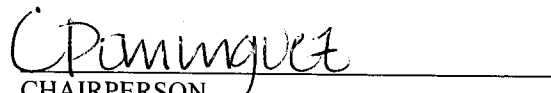
- 11.1 Any liability incurred by the Buckman Direct Diversion Board or the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Board and the City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

This Agreement is entered into as of the day and year first written above.

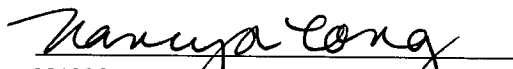
ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK


BUCKMAN DIRECT DIVERSION  
BOARD:

  
CHAIRPERSON  
DATE: 8.4.16

APPROVED AS TO FORM:

  
NANCY R. LONG, BDDB COUNSEL

CONTRACTOR:

BY:   
TITLE: Sales Manager  
DATE: 8/22/2016

APPROVED:

  
CITY FINANCE DIRECTOR

72420.  
BUSINESS UNIT/LINE ITEM

Contractor's NM Taxation and Revenue CRS No.: 002328120110926

Contractor's City of Santa Fe Business Registration No.: 16-00110357

- END OF SECTION -

GENERAL CONDITIONS OF THE  
AGREEMENT (SECTION 00 7500)



## **(00 7501) SUMMARY OF WORK**

### **PART 1 -- GENERAL**

#### **1.1 SUMMARY**

- A. The Work is located at Buckman Direct Diversion's Booster Pump Stations 1A and 2A, which are located approximately 17 miles northwest of Santa Fe, New Mexico.
- B. The Work includes:
  - 1. Removing four (total) existing vertical turbine pumps from two existing pump stations.
  - 2. Removing four (total) electric motors from two existing pump stations and shipping those motors to a motor testing and repair facility. Those motors shall be returned to the Buckman Direct Diversion (BDD) and re-installed after service and testing.
  - 3. Manufacture, installation, startup and testing of four (total) new vertical turbine pumps and all appurtenant equipment.
  - 4. All electrical and controls wiring and testing to make the new pumps completely operable with the existing system.
  - 5. It is understood that all mechanical, electrical and controls work will be performed by Contractor. It is also understood that BDD staff are familiar with the existing plant control systems and will assist Contractor with software programming changes necessary to make the system fully functional.
- C. Other:
  - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
  - 2. It is Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.
- D. Except as specifically noted otherwise, provide and pay for:
  - 1. Insurance and bonds.
  - 2. Labor, materials, and equipment.
  - 3. Cranes for lifting
  - 4. Tools, equipment, and machinery required for the Work.
  - 5. Utilities required for construction.

6. Other facilities and services necessary for proper execution and completion of the Work.

## 1.2 ACTIVITIES BY OTHERS

- A. OWNER, utilities, and others will perform activities within Project area while the Work is in progress.
  1. Schedule the Work with Owner, utilities, and others to minimize mutual interference.
- B. Cooperate with others to minimize interference and delays.
  1. When cooperation fails, submit recommendations and perform Work in coordination with work of others.

## 1.3 COORDINATION OF WORK

- A. Maintain overall coordination of the Work.
- B. Obtain construction schedules from each subcontractor, and require each subcontractor to maintain schedules and coordinate modifications.

## **PART 2 -- PRODUCTS**

Not used.

## **PART 3 -- EXECUTION**

Not used.

- END OF SECTION -

## (00 7502) VERTICAL TURBINE PUMPS

### 3.1 THE REQUIREMENT

- A. Contractor shall provide vertical turbine pumps with associated appurtenances, complete and operable, in accordance with the Contract Documents.
- B. An authorized representative of the Pump Manufacturer shall examine the Site conditions, intended application, and operation of the pump system and recommend pumps that will best satisfy the indicated requirements. This includes review of installed equipment to be reused and coordination to assure the compatibility of new and existing equipment.
- C. Contractor shall protect, retain and reuse the existing pump motors, variable frequency drives, existing pump discharge piping and appurtenances. The new pumps shall be designed, manufactured and installed to fit within the laying lengths, space and available tolerances of the existing equipment.
- D. Contractor shall protect and remove the existing pumps and place them in a location as directed by the Owner at the Owner's water treatment plant site.
- E. Contractor shall protect and remove the existing pump motors, package and ship them to a large AC current motor testing and repair facility. The pump motors shall be serviced and tested. Once testing and service is complete, Contractor shall package and ship motors back to the project site for installation with the pumps. It shall be clearly understood that the care and protection of the motors are the sole responsibility of Contractor from the time they are removed until the project is accepted by the Owner.
- F. **Unit Responsibility:** The Pump Manufacturer shall be made responsible for furnishing the Work and for coordination of design, assembly, testing, and installation of the Work of each pump system; however, Contractor shall be responsible to the Owner for compliance with the Contract Documents.
- G. **Single Manufacturer:** All pumps shall be produced by the same Manufacturer.
- H. **Shop Drawings:** Shop Drawings shall contain the following information:
  - 1. Pump name, identification number, and specification section number.
  - 2. Performance Information:
    - a. Submit performance curves showing head, capacity, horsepower demand, NPSH required, and pump efficiency over the entire operating range of the pumps.
    - b. The equipment manufacturer shall indicate separately the head, capacity, horsepower demand, overall efficiency, and minimum submergence required at the design flow conditions.

- c. Performance curves at intervals of 100 RPM from minimum speed to maximum speed shall be furnished for each pump equipped with a variable speed drive.
  - 3. The Pump Manufacturer shall indicate the limits on the performance curves recommended for stable operation without surge, cavitation, or excessive vibration. The stable operating range shall be as wide as possible based on actual hydraulic and mechanical tests.
  - 4. Assembly and installation drawings including shaft size, seal, coupling, bearings, anchor bolt plan, part nomenclature, material list, outline dimensions, and shipping weights.
  - 5. Technical data for coating products for each piece to be coated, number of coats, primer products, top coats, final dry film thickness (DFT), color, and compatibility of shop and field applied coatings in accordance with the contract documents.
  - 6. Detailed method for incorporation of controls to existing systems including details of additional terminals, enclosures, and appurtenances to receive inputs or transmit outputs to the existing local control panel and controls system.
  - 7. Wiring diagram of field connections with identification of terminations between local control panels, junction terminal boxes, and equipment items.
  - 8. Complete electrical schematic diagram.
  - I. **Technical Manual:** The Technical Manual shall contain comprehensive information for each pump installed, including parts and materials, dimensions, hydraulic performance, test data, as well as installation, operation, and maintenance information.
  - J. **Factory Test Data:** Signed, dated, and certified factory test data for each pump system shall be submitted before shipment of equipment.
  - K. **Certifications:**
    - 1. Manufacturer's certification of proper installation.
    - 2. Contractor's certification of satisfactory field testing.
- 3.2 WARRANTY
- A. All products, equipment, labor and services provided shall be warranted for a period of two years after final completion.
  - B. It is understood that the service of the pumps is severe and erosion of wetted parts is considered normal wear and will not be covered by the two year warranty.

## **PART 4 -- PRODUCTS**

### **4.1 GENERAL**

- A. Compliance with the Contract Documents may necessitate modifications to the Manufacturer's standard equipment.

- B. **Performance Curves:** Centrifugal pumps shall have a continuously rising curve or the system operating range shall not cross the pump curve at 2 different capacities. Unless indicated otherwise, the required pump shaft horsepower at any point on the performance curve shall not exceed the rated horsepower of the existing motor or encroach on the service factor.
- C. Components of each pump system provided shall be entirely compatible with new and existing equipment.
- D. Identification

Pump Name	Booster Pumps
Equipment Number	1A Pumps - 15PMP1103 and 15PMP1104 2A Pumps - 16PMP1101 and 16PMP1104
Quantity	4 Total
Location	Booster Pump Stations 1A and 2A

## 4.2 MATERIALS

- A. Materials shall be suitable for the intended application; materials not indicated shall be high-grade, standard commercial quality, free from defects and imperfections that might affect the serviceability of the product for the purpose for which it is intended, and shall conform to the following requirements:
  - 1. Miscellaneous stainless steel parts shall be Type 316 unless otherwise noted.
- B. **Flanges and Bolts:** Discharge flanges shall conform to ASME B16.5 - Pipe Flanges and Flanged Fittings dimensions. Bolts shall be in accordance with the following:
  - 1. **Standard Service Bolts (Not Buried or Submerged):** Except where otherwise shown or specified, all bolts, anchor bolts, and nuts shall be steel, galvanized after fabrication as specified herein. Threads on galvanized bolts and nuts shall be formed with suitable taps and dies such that they retain their normal clearance after hot-dip galvanizing. Except as otherwise specified herein, steel for bolts, anchor bolts and cap screws shall be in accordance with the requirements of ASTM A307.
  - 2. **Buried or Submerged Bolts:** Unless other corrosion-resistant bolts are shown, all bolts and washers that are submerged, or within the pump can shall be of Type 316 stainless steel, with bronze nuts, or cap screws (where screwed into stainless steel), of copper-silicon alloy, conforming to ASTM B98, alloy C 65100, designation H04, or alloy C 65500, designation H04. Wherever stainless steel bolts and nuts are specified, it shall refer to the above material combination, unless specifically excluded.
  - 3. Bolt Requirements:
    - a. The bolt and nut material shall be free-cutting steel.

- b. The nuts shall be capable of developing the full strength of the bolts. Threads shall be Coarse Thread Series conforming to the requirements of the American Standard for Screw Threads. All bolts and cap screws shall have hexagon heads and nuts shall be Heavy Hexagon Series.
- c. The length of all bolts shall be such that after joints are made up, each bolt shall extend through the entire nut, but in no case more than 1/2-inch beyond the nut.

#### 4.3 SPARE PARTS

A. One complete set of spare parts shall be furnished for each of the pumps supplied. The spare parts shall be as listed below:

- 1. O-rings (complete set)
- 2. Packing (complete set)
- 3. Packing gland
- 4. Lantern ring
- 5. Stuffing box bearing
- 6. Stuffing box shaft sleeve
- 7. Lineshaft coupling
- 8. Lineshaft bearing (complete set)
- 9. Lineshaft bearing shaft sleeve
- 10. Bowl shaft
- 11. Bowl bearings (one for each bowl)
- 12. Bowl wear rings, if applicable (one for each bowl)
- 13. Impeller wear rings, if applicable (one for each impeller)
- 14. Impeller collets, or key (one for each impeller)

#### 4.4 PUMP REQUIREMENTS

A. **Operating Conditions:** The Work of this Section shall be suitable for long term operation under the following conditions:

	1A Pumps	2A Pumps
Duty	Continuous	Continuous
Drive	Variable Speed	Variable Speed

Ambient environment	Indoors	Indoors
Ambient temperature, degrees F	45 to 100	45 to 100
Fluid service	Raw Water	Raw Water
Fluid temperature, degrees F	35 to 75	35 to 75
Net Positive Suction Head available, ft absolute, measured at centerline of first stage.	36.7	35.5

**B. Performance Requirements:**

	<b>1A Pumps</b>	<b>2A Pumps</b>
Maximum shutoff head, ft	950	950
Maximum pump speed, rpm	1,800	1,800
Minimum pump speed, rpm	1,200	1,200
Maximum motor Size Available, hp	800	700
Design flow capacity, gpm	4,225	3,560
Design flow TDH, ft	575	590
Design flow minimum bowl efficiency, percent	83	83
Maximum flow capacity at maximum speed, gpm	4,800	4,300
Maximum flow TDH, ft	495	470
Maximum flow minimum bowl efficiency, percent	81	81
Minimum flow capacity, gpm	2,000	2,000
Minimum flow TDH, ft	485	460
Minimum flow minimum bowl efficiency, percent	65	65

**C. Pump Dimensions:**

	<b>1A Pumps</b>	<b>2A Pumps</b>
Length from base plate to inside bottom of pump can, ft	14.37	14.11
Minimum column diameter, in	16	14
Discharge diameter, in	16	14

Discharge flange rating ANSI, psi	300	300
Minimum lineshaft diameter, in	2.25	2.25
Maximum bowl diameter, in	18	18

- D. **Pump Construction:** Construction of vertical turbine pumps shall conform to the following requirements:

Bowls	Close-grained gray cast iron, conforming to ASTM A48 - Gray Iron Castings, Class 30, or equal, with 20 mils of fusion bonded epoxy lining & coating (Scotchkote 134 or Engineer approved equal)
Impeller	Type 304 stainless steel, statically and dynamically balanced
Impeller shaft method of connection	Type 416 or 316 stainless steel impeller lock collet, or key
Wear rings	Type 440/410 (respectively) Stainless steel, replaceable (if applicable)
Pump shaft	Type 416 stainless steel with hard chrome plated journals (min. hardness 300 BNH), with hard backed fluted marine rubber bearings or Engineer approved equal.
Suction bell	Cast iron bell, with grease packed bottom bearing and streamlined ribs, with lining and coating to match bowls. Suction bell shall be fitted with a Type 316 stainless steel basket strainer.
Column	Steel pipe, not less than Schedule 30, epoxy-lined and coated with 20 mils DFT Devco 233H, Carboline 891 or Engineer approved equal. Column shall be in maximum 5-ft lengths, flanged with registered fit and through bolting. Flange faces shall be machined after welding onto the column with machined O-rings grooves and neoprene O-rings.
Lineshaft and couplings	Type 416 stainless steel shaft in maximum 5-ft lengths with replaceable hard chrome shaft sleeves (300 BHN) at bearings. The shaft shall be sized for a critical speed of min 20 percent above max operating speed. Shaft coupling shall be Type 416 stainless steel, threaded or keyed to the shaft.
Shaft lubrication	Product water



Shaft seal	Stuffing box with packing and lantern ring, with automated grease lubrication system. Shafts shall be sleeved through the stuffing box with replaceable mechanically attached 416 stainless steel sleeves.
Lineshaft bearings	Fluted marine rubber bearings with bronze integral bearing retainers at each joint and replaceable 416 stainless steel shaft sleeves
Discharge head	Fabricated steel, reinforced to withstand pipe thrust, epoxy-lined with flange, base plate, and provision for pressure gauge, drain connections, and grease lubrication supply to stuffing box. Discharge heads shall match existing critical dimensions.
Motor shaft coupling	3-piece, heavy-duty, adjustable spacer coupling for solid shaft motors, with registered fit to allow for impeller adjustment
Pump cans	Each pump shall use the existing pump can

E. **Stuffing Boxes:** Stuffing boxes shall be of the best quality, using the Manufacturer's suggested materials best suited for the specific application.

1. The packing gland shall be of a two piece design. The packing shall be compatible with grease lubrication using a NSF Standard 61 grease that meets NLGI #2. The packing shall operate satisfactorily under the following conditions:

Shaft speeds	up to 2500 fpm
Temperature	up to 500 degrees F
pH range	0-14

#### 4.5 MANUFACTURERS, OR EQUAL

- A. **Goulds Water Technology**
- B. **Peerless Pumps**
- C. **Weir-Floway Pumps**
- D. **Simflo Pumps**
- E. **Flowserve**

#### 4.6 PUMP DRIVE AND CONTROLS

- A. Each pump shall use the existing electric motor, variable speed drive, and control systems. Existing information is provided in Appendix A for Booster Station 1A and Appendix B for Booster Station 2A.

#### 4.7 EXISTING MOTOR TESTING AND SERVICE

- A. Each existing pump motor shall be removed from the existing pumps and shipped to an approved large AC motor testing and service facility.
- B. Each motor shall have the following service:
  - 1. Disassemble, test, clean and inspect all parts
  - 2. Recondition stator
  - 3. Dynamically balance the rotor as an assembly
  - 4. Assemble motor using new OEM bearings
  - 5. Test motor
  - 6. Paint motor
  - 7. Drain oil before shipping
- C. If any motor is found to require repairs or service beyond those described above, Contractor shall immediately notify the Owner.
- D. The Owner and/or Engineer will be given 14 day notice in advance of final testing of the motors and will be allowed to witness the shop testing.

#### 4.8 PUMP APPURTENANCES

- A. **Nameplates:** Each pump shall be equipped with a stainless steel nameplate indicating serial numbers, rated head and flow, impeller size, pump speed, and Manufacturer's name and model number.
- B. **Gauges:**
  - 1. Pumps shall be equipped with pressure gauges installed at pump discharge lines.
  - 2. Gauges shall be located in a representative location, where not subject to shock or vibrations, in order to achieve true and accurate readings. Where subject to shock or vibrations, the gauges shall be wall-mounted or attached to galvanized channel floor stands and connected by means of flexible connectors.
- C. **Automatic Grease Lubrication System**
  - 1. Contractor shall provide an automated grease lubrication system for each pump supplied. Grease lines shall be plumbed to each of the stuffing box ports. The automated grease systems shall be Graco G3 Max with a 12 liter grease reservoir, or Engineer approved equal.

2. Contractor shall install the automated grease lubrication system, including power supply, control conductors and conduit according to the manufacturer's recommendations. The system shall be able to start/stop with pump operation, apply lubrication on: 1) pump start, 2) a timed interval, and 3) high temperature.
3. Contractor shall install a stuffing box temperature probe that is suitable for the operating conditions and will supply continuous temperature reading to the plant control system.
4. Contractor shall fill the stuffing boxes to the level required by the pump manufacturer and fill the grease reservoirs completely. Grease shall be NSF Standard 61 approved and meet NLGI #2.

#### 4.9 PROTECTIVE COATING

- A. Materials and equipment shall be coated according to Section 2.4.D. Pump Construction, using methods and products described below.
  1. The term "DFT" means minimum dry film thickness, without any negative tolerance.
  2. Coating and lining products for pieces in contact with potable water shall be NSF/ANSI 61 certified.
  3. Machined surfaces, stainless steel, equipment nameplates, electrical conduit, grease fittings, and indoor PVC piping shall not be coated unless noted otherwise.
  4. Field applied coatings and touch up products shall be compatible with the original coating and lining systems and colors.
  5. Colors and shades of colors of coatings shall match existing equipment. Each coat shall be of a slightly different shade to facilitate inspection of surface coverage for each coat.
  6. Surface preparation shall comply with the manufacturer's written recommendations for the intended service conditions.

#### 4.10 FACTORY TESTING

- A. The following tests shall be conducted on each indicated pump system:
  1. Each pump shall be tested at the factory in accordance with the Hydraulic Institute's ANSI/HI 14.6 Rotodynamic Pumps for Hydraulic Performance Acceptance Tests. Manufacturer shall provide the Engineer a minimum of three (3) days' prior notice and allow the Engineer to witness factory testing.
    - a. Test shall be performed using the complete pump assembly to be installed. If Owner furnished motors cannot be used, the manufacturer shall perform the tests with an Engineer approved drive system. If not used in pump testing, job motors shall be tested under full load and variable speed at motor testing facility to ensure problem free operation from full speed to minimum speed at 100 rpm intervals. Testing of prototype models will not be acceptable. The following minimum test results shall be submitted:
      - 1) Hydrostatic test results of bowl assembly, column and discharge head.

- 2) At maximum speed, a minimum of five (5) hydraulic test readings between shutoff head and 25 percent beyond the maximum indicated capacity, recorded on data sheets as defined by the Hydraulic Institute.
  - 3) Pump curves showing head, flow, bhp, and efficiency requirements.
  - 4) NPSH required test curve.
  - 5) Certification that the pump shaft horsepower demand did not exceed the rated motor horsepower of 1.0 service rating at any point on the curve.
  - 6) The pump manufacturer shall record vibration during the performance test
2. Acceptance: In the event of failure of any pump to meet any of the requirements, Contractor shall make necessary modifications, repairs, or replacements to conform to the requirements of the Contract Documents and the pump shall be re-tested until found satisfactory.

## **PART 5 -- EXECUTION**

### **5.1 SERVICES OF MANUFACTURER**

- A. **Inspection, Startup, and Field Adjustment:** An authorized service representative of the Manufacturer shall be at the Site for a minimum of three (3) work days during installation of the system to witness the following and to certify in writing that the equipment and controls have been properly installed, aligned, lubricated, adjusted, and readied for operation.
1. Installation of the equipment
  2. Inspection, checking, and adjusting the equipment
  3. Startup and field testing for proper operation
  4. Performing field adjustments to ensure that the equipment installation and operation comply with requirements
- B. The Engineer may require that the inspection, startup, and field adjustment services above be furnished in up to three (3) separate trips.
- C. **Instruction of the Owner's Personnel:**
1. An authorized training representative of the Manufacturer shall visit the site for one (1) day to instruct the Owner's personnel in the operation and maintenance of the equipment, including step-by-step troubleshooting with necessary test equipment. Instruction shall be specific to the models of equipment provided.
  2. The representative shall have at least two (2) years experience in training. A resume for the representative shall be submitted.
  3. Training shall be scheduled a minimum of three (3) weeks in advance of the first session.

4. Proposed training material and a detailed outline of each lesson shall be submitted for review two weeks in advance of training. Comments shall be incorporated into the material.
  5. The training materials shall remain with the trainees and a complete digital copy of the training materials shall be provided to the Owner.
  6. The Owner may videotape the training for later use with the Owner's personnel.
- D. For the purposes of this Section, a work day is defined as an 8 hour period at the Site, excluding travel time.

## 5.2 INSTALLATION

- A. **General:** Pumping equipment shall be installed in accordance with the Manufacturer's written recommendations.
- B. **Alignment:** Equipment shall be field tested to verify proper alignment and freedom from binding, scraping, shaft runout, or other defects. Pump drive shafts shall be measured just prior to assembly to ensure correct alignment without forcing. Equipment shall be secure in position and neat in appearance.
- C. **Lubricants:** Contractor shall provide all necessary oil and grease for initial operation.

## 5.3 FIELD TESTS

- A. Each pump system shall be field tested after installation to demonstrate:
  1. Satisfactory operation without excessive noise and vibration.
  2. No overheating of bearings.
- B. The following field testing shall be conducted:
  1. Startup, check, and operate the pump system over its entire speed range. If the pump is driven by a variable speed drive, the pump and motor shall be tested at 100 RPM increments. Unless otherwise indicated, vibration shall be within the amplitude limits recommended by the Hydraulic Institute Standards at a minimum of four (4) pumping conditions defined by the Engineer.
  2. Obtain concurrent readings of motor voltage, amperage, pump suction head, and pump discharge head for at least four (4) pumping conditions at each pump rotational speed at 100 RPM increments. Check each power lead to the motor for proper current balance.
  3. Determine bearing temperatures by contact type thermometer. A run time until bearing temperatures have stabilized shall precede this test, unless insufficient liquid volume is available.
  4. Electrical and instrumentation tests shall be conducted as necessary to demonstrate satisfactory performance, as determined by the Engineer.
- C. Field testing will be witnessed by the Engineer. Contractor shall furnish minimum three (3) Days advance notice of field testing.

- D. In the event any pumping system fails to meet the indicated requirements, the pump shall be modified or replaced and re-tested as outlined above until it satisfies the requirements.
- E. After each pumping system has satisfied the requirements, Contractor shall certify in writing that it has been satisfactorily tested and that final adjustments have been made. Certification shall include the date of the field tests, a listing of persons present during the tests, and the test data.
- F. Contractor shall be responsible for costs of field tests, including related services of the Manufacturer's representative, except for power and water, which the Owner will bear. If available, the Owner's operating personnel will provide assistance in field testing

- END OF SECTION -



# CERTIFICATE OF LIABILITY INSURANCE

ALPHA-7

OP ID: MA

DATE (MM/DD/YYYY)

07/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cress Insurance Consultants 6101 Moon St. NE Suite 1000 Albuquerque, NM 87111 Ray Strom	<b>CONTACT NAME:</b> Ray Strom	
	<b>PHONE (A/C, No, Ext):</b> 505-822-8114	<b>FAX (A/C, No):</b> 505-822-0341
	<b>E-MAIL ADDRESS:</b> rstrom@cressinsurance.com	
<b>INSURED</b> Alpha Southwest, Inc. P O Box 9263 Albuquerque, NM 87119	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> National Fire Ins of Hartford	
	<b>INSURER B:</b> Continental Casualty Company	
	<b>INSURER C:</b> Valley Forge Insurance Co	
	<b>INSURER D:</b> Columbia Casualty	
	<b>INSURER E:</b> Liberty Mutual	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			5093812966	10/01/2015	10/01/2016	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				
			MED EXP (Any one person)				
			PERSONAL & ADV INJURY				
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG
OTHER:							
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>			5093812952	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			C5093778091	10/01/2015	10/01/2016	EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	DED <input checked="" type="checkbox"/> RETENTION \$						
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			5093848947	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
D	<input checked="" type="checkbox"/> <b>Contractors E&amp;O w/ Pollution Incident</b>			CEO6018485129	06/02/2016	06/02/2017	Occ/Agg
							Deduct

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

<b>MISCEL1</b>  Buckman Direct Diversion 341 Caja Del Rio Road Santa Fe, NM 87506	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 

**Signature:**   
Xavier Vigil (Aug 3, 2020 15:53 MDT)

**Email:** xivigil@santafenm.gov














# BDD Alpha Southwest Amendment 5

Final Audit Report

2020-08-04

Created:	2020-07-31
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAATQaaSndc9zlwNyN7j5WyK1l4S7jzwETi

## "BDD Alpha Southwest Amendment 5" History


-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-07-31 - 5:45:19 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature  
2020-07-31 - 5:51:36 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)  
2020-07-31 - 5:57:19 PM GMT- IP address: 23.103.200.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)  
Signature Date: 2020-07-31 - 5:58:06 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature  
2020-07-31 - 5:58:09 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)  
2020-07-31 - 8:18:24 PM GMT- IP address: 23.103.200.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)  
Signature Date: 2020-07-31 - 8:21:58 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature  
2020-07-31 - 8:22:01 PM GMT
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)  
2020-08-03 - 7:04:39 PM GMT- IP address: 23.103.201.254
-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)  
Signature Date: 2020-08-03 - 7:05:21 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Xavier Vigil (xivigil@santafenm.gov) for signature  
2020-08-03 - 7:05:24 PM GMT

 Email viewed by Xavier Vigil (xivigil@santafenm.gov)

2020-08-03 - 8:24:52 PM GMT- IP address: 23.103.200.254

 Document e-signed by Xavier Vigil (xivigil@santafenm.gov)

Signature Date: 2020-08-03 - 9:53:12 PM GMT - Time Source: server- IP address: 63.232.20.2- Signature captured from device with phone number XXXXXXX8657- Initials captured from device with phone number XXXXXXX8657

 Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature


2020-08-03 - 9:53:15 PM GMT

 Email viewed by Yolanda Vigil (yyvigil@santafenm.gov)

2020-08-04 - 8:46:55 PM GMT- IP address: 23.103.201.254

 Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

Signature Date: 2020-08-04 - 8:47:29 PM GMT - Time Source: server- IP address: 63.232.20.2

 Signed document emailed to Monique Maes (mmaes@santafenm.gov), Mackie Romero (mmromero1@santafenm.gov), YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), Fran Dunaway (fadunaway@santafenm.gov), and 4 more

2020-08-04 - 8:47:29 PM GMT