

**CITY OF SANTA FE
AMENDMENT No. 7 TO
SERVICES AGREEMENT
ITEM #19-0115; # 19-0395; #20-0212;
#20-0373; #20-0462; #21-0274; 21-0556**

AMENDMENT No. 7 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to replace Exhibit A with the new Exhibit A attached hereto and incorporated herein.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by three hundred thirty thousand seven hundred thirty-four dollars and thirty eight cents (\$330,734.38), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed one million seven hundred fifty thousand one hundred seven dollars and seventy-nine cents

(\$1,750,107.79) including New Mexico gross receipts tax.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on February 27, 2023, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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.7 to the City of Santa Fe Services Agreement as of the dates set forth below.

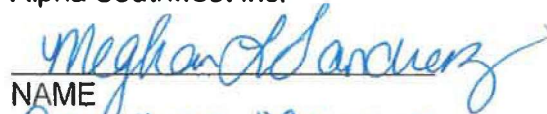
CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: Jul 28, 2022

CONTRACTOR:

Alpha Southwest Inc.


NAME
Operations Manager
TITLE

Date: 6/17/2022

CRS# 01-711081-005
City of Santa Fe Business
Registration #

ATTEST:


KRISTINE BUSTOS MIHELIC, CITY CLERK 

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jul 28, 2022 16:01 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero

Alexis Lotero (Jul 28, 2022 16:01 MDT)

ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

5000367.520150; 5050385.520150 AH
Business Unit/Line Item AH



To: Mr. Michael Dozier
From: David Yates V.P. Alpha Southwest Inc.
CC: Rick Yates, President Alpha Southwest Inc.
Date: 6 Apr 2022
Re: Request for raising charge out rates

Michael;

Please see the proposed rate sheets that we request would be in effect for our April billings. As discussed, we along with everyone else are experiencing unprecedented increases in our labor/overhead expenses. These rates are based on the current prevailing rates A, B or H.

As you know we must have highly skilled tradespeople to accomplish the type of work the City of Santa Fe has. We must have CDL drivers to move our equipment around, highly skilled rig operators, machinist millwrights and electricians – all these trades are in high demand, we are having a difficult time retaining them.

We have kept our markup on equipment and materials at a 1.31 multiplier for about 7-8 years; when you refer to our CPA's letter - as of 9/30/2021 our overhead is 27.7%; because of the accelerated inflation in the past 6 months, it is undoubtedly higher now. The reality is that if I sell you a bolt for a \$1.00, I will have to charge you \$1.28 just to break even, so at our current markup on materials we are breaking even, and if there is an issue or warranty claim we are losing money.

Pretty much all the equipment or materials we supply under this contract are big ticket – engineered items that we must apply properly, install and warranty.

No one likes this, I was hoping that this issue was transitory but obviously it's not, we have no choice to pass these added costs on to our customers.

Best regards,

TS#	TS DESCRIPTION	SANTA FE		2022 Price Increase	2022 Rates	
		PRICE	UNIT	%	Rate	UNIT
TS-1	SHOP DRAWINGS, REPORTS, O&M MANUALS, WORK SITE PREPARATION, CLEANUP, AND	\$60.00	HOURL	41%	\$85.00	HOURL
TS-2	DISINFECTION PULL AND INSTALL WELL	\$60.00	HOURL	50%	\$90.00	HOURL
TS-3	PUMP EQUIPMENT	\$7.50	L.F.	45%	\$11.00	L.F.
TS-4	LOWER WELL PUMP	\$16.00	L.F.	100%	\$32.50	L.F.
TS-5	WELL ABANDONMENT AND REHABILITATION WELL INSPECTION	\$220.00	HOURL	30%	\$286.00	HOURL
TS-6	VIDEO SURVEYS AND LOGS	\$1,250.00	LUMP SUM EACH	16%	\$1,452.00	LUMP SUM EACH
TS-7	REPAIR/REPLACEMENT OF WELL, BOOSTER STATION AND RESERVOIR EQUIPMENT FABRICATION AND	\$65.00	HOURL	38%	\$90.00	HOURL
TS-8	MACHINE SHOP WORK CONTRACTOR OWNED	\$75.00	HOURL	27%	\$95.50	HOURL
TS-9	EQUIPMENT	100%	PERCENT MARK UP	100%	100%	PERCENT
TS-10	INSPECTION OF WORK REPAIR PARTS, MATERIALS AND REPLACEMENT	\$75.00	HOURL	20%	\$90.50	HOURS
TS-11	EQUIPMENT	132%	PERCENT MARK UP	9.5%	139%	PERCENT
TS-12	WELL TEST PUMPING	\$80.00	HOURL	19%	96	HOURL
TS-13	JOBSITE SECURITY	\$22.50	HOURL	70%	\$38.50	HOURL
TS-14	RENTAL EQUIPMENT	110% / \$455.00	PERCENT MARK UP / BOBCAT PER DAY	0%	110% / \$455.00	PERCENT MARK UP / BOBCAT PER DAY
TS-15	SUBCONTRACT WORK	110%	PERCENT MARK UP	10%	1.25%	PERCENT
TS-16	On Call Labor					
A	Electrician	\$100.00	HOURL	25%	\$125.00	HOURL
B	Electrician Journeyman	\$100.00	HOURL	25%	\$125.00	HOURL
C	Field Laborer	\$65.00	HOURL	19%	\$90.00	HOURL
D	Field Labor Supervisor	\$65.00	HOURL	19%	\$90.00	HOURL
E	Site Preparation	\$65.00	HOURL	19%	\$90.00	HOURL
F	Diver (s)	\$170.00	HOURL	50%	\$255.00	HOURL
TS-17	PER DIEM					
A	Travel time cost	\$65.00	HOURL	45%	\$95.00	HOURL
B	Daily Per Diem Cost (No Overnight)	\$0.00	EA	0%	\$0.00	EA
C	Daily Per Diem Cost Overnight	\$160.00	EA	50%	\$240.00	EA

**City of Santa Fe Contract
On Call Emergency Repair Services**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Alpha Southwest, Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1.

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

F. "You" and "your" refers to **Alpha Southwest, Inc** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. This Contract is for the for City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limited to: Professional Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other Contract Documents. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

- (1) Over 21 Well Sites
- (2) 14 Ground Storage Tanks
- (3) 2 Reservoirs
- (4) 15 Booster Pump Stations Sites and
- (5) 2 Treatment Plant Sites
- (6) 1 Waste Water Treatment Plant Site.

B. Cost is at the fixed unit prices set forth in Exhibit "A" – Fixed Unit Price Schedule.

C. The Contractor shall furnish all necessary supervision, labor, materials, and facilities, required to accomplish the Work set forth in the applicable work order (WO), and in Exhibits A- Fixed Unit Price Bid Schedule – Bid Form attached hereto.

D. Work performed under this Contract shall be authorized in writing by a WO signed by the following City authorized representatives (hereafter "Authorizing Representative"): for all WOs, the City Water Division Director, or his/her designee. A WO signed by other than City Authorizing Representative shall not be honored. Each WO shall set forth (i) the Supervising Engineer and the Work Order, which shall set forth the Work to be Performed by the Contractor, (ii) the period of performance, (iii) the fixed unit prices per Exhibit I, as applicable, (iv) the ceiling price, and (v) other data as necessary. The Contractor shall, upon acceptance of the WO, provide applicable Payment and Performance Bonds and all supervision, labor, supplies, materials, and facilities, including all vehicles and transportation, except as may be provided by the City, for the performance of the Work authorized therein. Verbal authorizations may be given by the City in emergency situations, but shall be confirmed in writing by the City within five (5) days of the verbal authorization to Contractor.

E. The City may at any time, without notice to sureties, if any, make changes in a WO; if any such change requires the inclusion of additional provisions, or otherwise affects any other provision of a WO as initially set forth or previously amended an equitable adjustment shall be made in such provision of the WO as may be so affected, and the WO shall be modified in writing accordingly. Any claim by Contractor for adjustment under this article must be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change; provided, however, that if the City decides that the facts justify such action, it may receive and act upon such claim asserted at any time prior to final payment under a WO. However, nothing in this article shall excuse Contractor from proceeding with the WO as changed.

3. Compensation

A. The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here in Exhibit "A" attached hereto and incorporated herein.

B. The total compensation under this Agreement shall not exceed one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents (\$189,765.63) including New Mexico gross receipts tax.

4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is

requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2019. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.***

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor

acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. Appropriations

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement

complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. Scope of Agreement; Merger

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. New Mexico Tort Claims Act

Any liability incurred by 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 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.

27. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the

scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be

effective to waive any other rights.

37. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or

related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed

to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Director
Public Utilities Department
City of Santa Fe
801 W. San Mateo
Santa Fe, NM 87504

To Contractor:
Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor:
Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: 3/5/19

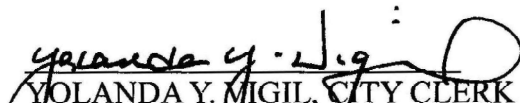
CONTRACTOR:
Alpha Southwest Inc.

 - Operations
NAME AND TITLE *Manager*

DATE: 3/8/19
CRS# 002328120110926

Registration # 19-00110357

ATTEST:


YOLANDA Y. MIGIL, CITY CLERK
cc mtg 2/27/2019

APPROVED AS TO FORM:

 1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52361.520150
Business Unit Line Item

	BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
TS-1	Shop Drawings, Reports, O&M Manuals, Calculation, Permits, Scheduling and CMMS Database Related Tasks			
	100	Production of Required reports, Calculations and Drawings, etc.	HR	\$ 50.00
TS-2	Work Site Protection, Cleanup and Disinfection			
	200	Sanitary Protection and Disinfection of the System and Aquifer	HR	\$ 63.50
	300	Work Site Cleanup	HR	\$ 63.50
TS-3	Pull and Install Well Pump Equipment			
	400	Typical well is 750-ft of 8-in column with 2-1/2 x 1-1/2-in rods	LF	\$ 7.00
TS-4	Lower Well Pump			
	500	Lower Pump Per TS-4	LF	\$ 15.00
TS-5	Well Abandonment and Rehabilitation			
	600	Job-hour rate bid as specified in TS-5	HR	\$ 210.00
TS-6	Well Inspection Video Surveys and Logs			
	700	Production of one (1) Well Inspection Video Survey Log per TS-6	LS each	\$ 1,100.00
TS-7	Repair/Replacement of Well, Booster Station and Reservoir Equipment			
	800	Repair/Replace Modify per TS-7	HR	\$ 63.50
TS-8	Fabrication and Machine Shop Work			
	900	Fabrication and Machine Shop Work per TS - 8	HR	\$ 63.50
TS-9	Contractor Owned Equipment			
	1000	Mark-up on Current "Blue Book" rate for Crane, Boom Truck, Backhoe, or Tank Truck per TS - 9	%	100.00%
TS-10	Inspection of Work			
	1100	All Equipment & Labor as Applied to Inspection as Covered in TS - 10.	HR	\$ 63.50
TS-11	Repair Parts, Materials and Replacement Equipment			
	1200	Percent Over Invoice for Repair Parts per TS - 11.	%	132.00%
TS-12	Well Test Pumping			
	1300	Operation of Contractor Provided Test Pumping Equipment per TS - 12	HR	\$ 125.00
TS-13	Job Site Security			
	1400	Complete Security Package	HR	\$ 20.00
TS-14	Rental Equipment			
	1500	Rental Mark-up Over Invoice	%	110.00%
	1600	"Bobcat" with Auger Attachment	\$/Day	\$ 250.00
TS-15	Subcontract Work			
	1700	Subcontractor Mark-up Over Invoice	%	110.00%
TS-16	On-Call Labor			
	1800	Electrician	HR	\$ 75.00
	1900	Electrical Journeyman	HR	\$ 75.00
	2000	Field Laborer	HR	\$ 63.50
	2100	Field Labor Supervisor	HR	\$ 63.50
	2200	Site Preparation	HR	\$ 63.50
	2300	Diver(s)	HR	\$ 150.00
TS-17	Per Diem			
	2400	Travel time cost	HR	\$ 63.50
	2500	Daily Per Diem Cost (no overnight)	Days	\$
	2600	Daily Per Diem Cost Overnight	Days	\$ 125.00

Exhibit "A"

**CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM#19-0115**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents (\$189,765.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

The total compensation under this Agreement shall not exceed three hundred seventy nine thousand five hundred thirty one and twenty six cents (\$379,531.26) including New Mexico gross receipts tax.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement to

June 30, 2020. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

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 City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Alpha Southwest Inc


ALAN WEBBER, MAYOR

Date: 5/31/19


NAME & TITLE Operations Manager

Date: 4/24/19

CRS # 002328120110926
City of Santa Fe Business
Registration # 19-00110357

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CC mrg 5/20/2019

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY 4/18

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

**CITY OF SANTA FE
AMENDMENT No. 2
SERVICES AGREEMENT
ITEM#19-0115**

AMENDMENT No. 2 (the "Amendment") to the AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. **SCOPE OF WORK**

Article 2, paragraph A of the Agreement is amended to remove the term "Professional Services" from the paragraph, so that Article 2 paragraph A reads as follows:

A. This Contract is for the for City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limited to: Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other Contract Documents. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

- (1) Over 21 Well Sites
- (2) 14 Ground Storage Tanks
- (3) 2 Reservoirs

- (4) 15 Booster Pump Stations Sites and
- (5) 2 Treatment Plant Sites
- (6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents (\$21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents (\$401,218.76) including New Mexico gross receipts tax.

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 City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:

Alpha Southwest Inc.

See Attached
NAME

TITLE

Date: _____

CRS # 002328120110926
City of Santa Fe Business
Registration #

- (4) 15 Booster Pump Stations Sites and
- (5) 2 Treatment Plant Sites
- (6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents (\$21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents (\$401,218.76) including New Mexico gross receipts tax.

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 City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:

Alpha Southwest Inc.



NAME


Vice President

TITLE

Date: 13 MAY 2020

CRS # 002328120110926
City of Santa Fe Business
Registration #

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
GB 4/29/20

CITY ATTORNEY'S OFFICE:

 3/18/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

5000367.520150
Business Unit/Line Item

**CITY OF SANTA FE
AMENDMENT No. 3 TO
SERVICES AGREEMENT
ITEM#19-0115**

AMENDMENT No. 3 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred eleven thousand fifteen dollars and sixty three cents (\$211,015.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed six hundred twelve thousand two hundred thirty four dollars and thirty nine cents (\$612,234.39) including New Mexico gross receipts tax.

2. 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
City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 8/10/2020

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CC Mtg 07/29/2020 *gc*

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:

Alpha Southwest Inc

NAME

TITLE

Date:

CRS # 002328120110926

City of Santa Fe Business

Registration # 225207

5000367.520150; 5050366.520150
Business Unit/Line Item

**CITY OF SANTA FE
AMENDMENT No. 4 TO
SERVICES AGREEMENT
ITEM#19-0115**

20-0462
ITEM#

Munis # 3200350

AMENDMENT No. 4 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. **SCOPE OF SERVICES:**

Article 2, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. **COMPENSATION:**

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred ninety eight thousand one hundred ninety three dollars (\$298,193), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed nine hundred ten thousand four hundred twenty seven dollars and thirty nine cents (\$910,427.39) including New Mexico gross receipts tax.

(\$1,419,373.41) including New Mexico gross receipts tax.

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.6 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: Oct 15, 2021

CONTRACTOR:

Alpha Southwest Inc.


NAME

TITLE

Date: 15 SEP 2021

CRS # 002328120110926

City of Santa Fe Business

Registration # 225207

ATTEST:


KRISTIN BUSTOS MIHELIC, CITY CLERK
GB MTG 10/13/2021 

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Sep 15, 2021 13:42 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


MARY MCCOY, FINANCE DIRECTOR

5000367.520150; 5050385.520150
Business Unit/Line Item


AJH

Alpha SW Quote

Bid Item	Updated Estimate	Justification
Tank Cleaning	\$ 13,500.00	Inspection and Cleaning
Transfer Pumps - pull and replace	\$ 20,000.00	City has a replacement pump. Need to pull and overhaul existing immersed pump (to be kept for back-up) and install replacement. Estimated \$30-\$40K (by Carollo) assuming motors in working condition and pumps can be rebuilt, bearing replac. Full cost carried as contingency.
Pipeline Pumps - pull and replace	\$ 9,215.00	contingency.
Hydraulic Calcs / Project Management	\$ 6,400.00	Replacement recommended by Alpha and Carollo over soft starts. Numerous benefits to VFDs even with a single set flow point. VFD for channel pump still on site. Full cost carries as contingency.
Replace VFDs	\$ 32,926.66	Alpha placeholder. Simplified operation strategy discussed onsite may significantly reduce PLC/SCADA costs. Cost carried as contingency for various operational scenarios.
PLC Replacement	\$ 43,575.00	Assuming full replacement needed
Power and Control Wiring	\$ 32,600.00	Looks OK (Carollo) but carried as a contingency
Inspect lighting panel	\$ 1,700.00	Scope curtailed based on Carollo review. Replacement of only the discharge mag meter will be required. The suction magmeter is no longer necessary and may remain installed in the exterior vault without modification. Bulk of estimate retained as contingency for possible alternate measurement schemes.
Replace Mags and Level Sensors	\$ 20,000.00	
Surge Control System Inspection	\$ 5,235.00	
HVAC	\$ 3,800.00	Current system likely acceptable, carried as contingency
Lighting	\$ 3,100.00	Current system likely acceptable, carried as contingency
Total	\$ 274,990.66	
NMGRT	\$ 23,202.34	
Total	\$ 298,193.00	

ITEM #21-0274

**CITY OF SANTA FE
AMENDMENT No. 5 TO
SERVICES AGREEMENT
ITEM#19-0115; # 19-0395; #20-0212;
#20-0373; #20-0462**

AMENDMENT No. 5 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. **COMPENSATION.**

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred eleven thousand fifteen dollars and sixty three cents (\$211,015.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed one million one hundred twenty one thousand four hundred forty three dollars and two cents (\$1,121,443.02) including New Mexico gross receipts tax.

2. **TERM:**

Article 5 of the Agreement is hereby deleted in its entirety and substitute the

following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2022 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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 City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Jun 16, 2021 15:52 MDT)

ALAN WEBBER, MAYOR

Date: Jun 16, 2021

CONTRACTOR:

Alpha Southwest Inc.


MEghan L Sanchez (Mar 31, 2021 09:31 MDT)

NAME
Operations Manager

TITLE
Date: 3/31/2021

CRS # 002328120110926
City of Santa Fe Business
Registration #

ATTEST:


Kristine Mihelcic (Jun 16, 2021 21:45 MDT)

KRISTINE BUSTOS MIHELICIC, CITY CLERK

GB MTG 06/09/2021

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Mar 25, 2021 09:14 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


Alexis Lotero, Assistant Finance Director (Jun 16, 2021 14:02 MDT)

MARY MCCOY, FINANCE DIRECTOR

5000367.520150; 5050385.520150

Business Unit/Line Item


AJH

Signature: *Shannon Jones*

Email: swjones@santafenm.gov

**CITY OF SANTA FE
AMENDMENT No. 6 TO
SERVICES AGREEMENT
ITEM #19-0115; # 19-0395; #20-0212;
#20-0373; #20-0462; #21-0274**

AMENDMENT No. 6 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 2, of the Agreement is amended to include Exhibit "C" attached hereto and incorporated within.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred ninety seven thousand nine hundred thirty dollars and thirty nine cents (\$297,930.39), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed one million four hundred nineteen thousand three hundred seventy three dollars and forty one cents

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement from June 30, 2020 through June 30, 2021. The term of this agreement shall not exceed four (4) years in accordance with the terms of this agreement, unless sooner pursuant to Article 6 below.

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.4 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

Date: Sep 18, 2020

CONTRACTOR:

Alpha Southwest Inc.

David M. Yates

NAME

Vice President

TITLE

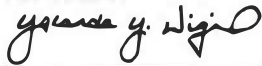
Date: 8/19/2020

CRS # 002328120110926

City of Santa Fe Business

Registration # 225207

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/2020

GC
GC

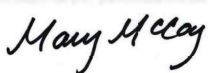
CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Aug 19, 2020 09:15 AM ET)

SENIOR ASSISTANT CITY ATTORNEY

5000375.510320
Business Unit/Line Item



Finance Director

Job Estimate/Set-Up SheetCity of Santa Fe WWTP
Upgrades

ALPHA



Job No.

TBD

Meghan's Estimate Sheet

WO#

PO# TBD

Updated

9/8/2021

By: Meghan

Description of work or products provided:	TS#	QTY.	Price ea.	Total
Item 1: <u>TS-1 Labor</u> : Shop Drawings, Reports, O&M Manuals, Permits, Calculations, Scheduling, Etc.	TS-1	60	\$ 60.00	\$ 3,600.00
Item 2: <u>TS-17a Labor</u> : Travel Time	TS-17a	275	\$ 65.00	\$ 17,875.00
Item 3: <u>TS-7a Labor</u> : Repair, Replacement of Well, Booster Station, and Reservoir Equipment	TS-7a	350	\$ 65.00	\$ 22,750.00
Item 4: <u>TS-8 Labor</u> : Fabrication & Machine Shop Labor	TS-8	200	\$ 75.00	\$ 15,000.00
Item 5: <u>TS-11 Materials</u> : Surgebuster Check Valves, Disc Filter Materials, Flanges, Pipe, Copulings, Elbows, Ball Valves, Etc.	TS-11	1	\$ 95,500.00	\$ 95,500.00
Item 6: <u>TS-11 Misc. Materials</u> : Gaskets, Nuts, Bolts, Paint, Etc.	TS-11	1	\$ 3,315.00	\$ 3,315.00
Item 7: <u>TS-11 Electrical Materials</u> : PLC, VFD, Conduit, Wire, Etc.	TS-11	1	\$ 20,000.00	\$ 20,000.00
Item 8: <u>TS-16a Electrical Labor</u> :	TS-16a	280	\$ 100.00	\$ 28,000.00
Item 9: <u>TS-15 Subcontract Work</u> : Kruger Process Engineer	TS-15	1	\$ 19,800.00	\$ 19,800.00
Item 10: <u>TS-14 Rental Equipment</u>	TS-14	1	\$ 2,176.68	\$ 2,176.68
Item 11: <u>TS-11 Materials</u> : Coating	TS-11	1	\$ 1,500.00	\$ 1,500.00
Item 12: <u>TS-11 Estimated Freight</u>	TS-11	1	\$ 15,000.00	\$ 15,000.00
Item 13: <u>TS-15 Subcontract Work</u> : Tesco Controls	TS-15	1	\$ 46,054.00	\$ 46,054.00
Item 14: Estimated Tax on All Labor Line Items (8.4375%)		1	\$ 7,359.61	\$ 7,359.61

Submitted By:

A handwritten signature in cursive script, appearing to read "Meghan", written over a horizontal line.

Sub-Total

\$ 297,930.29

Alpha Southwest, Inc. Terms: If you have questions, please feel free to give me a call at 1-505-877-0287 or email me at meghan@alphasw.com