

**BUCKMAN DIRECT DIVERSION BOARD
SERVICES AGREEMENT
WITH ALPHA SOUTHWEST**

THIS SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and Alpha Southwest ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the BDDDB.

1. SCOPE OF SERVICES

Contractor shall provide the services and materials described in **Exhibit A**, attached hereto.

Supply and install 1 each Pump and Motor for 1A Booster Station and 1 each Pump and Motor for 2A Booster Station.

- A. Booster Station 1A: Install Shaft Motors to original specification and design.
- B. Booster Station 2A: Install Shaft Motors to original specification and design.
- C. Install 2 each Peerless GL 18 ME/MC 3Stg. Bowl Units 4,300 GMP @600 Ft. TDH, 14" Colum, 304 SS Packing Containers.

2. STANDARD OF PERFORMANCE; LICENSES

A. Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Contractor's services are rendered.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. Compensation under this Agreement shall be Four Hundred Ninety-Nine Thousand Six Hundred Twenty-Three and .71/100 Dollars (\$499,623.71) inclusive of New Mexico gross receipts tax.

B. Contractor shall be responsible for payment of gross receipts taxes due the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services performed.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the BDDDB for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the BDDDB to Contractor. The BDDDB's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDDB and terminate June 30, 2023.

6. TERMINATION

A. This Agreement may be terminated by the BDDDB upon 30 days written notice to Contractor. In the event of such termination:

(1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the BDDDB original copies of all work product, research or papers prepared under this Agreement.

(2) If payment has not already been made, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination. If full payment has been made, Contractor agrees to prorate for work accomplished and refund all amounts earned.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor and its agents and employees are independent contractors performing professional services for the BDDDB and are not employees of the BDDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDDB vehicles, or any other benefits afforded to employees of the BDDDB as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. Contractor shall comply with the City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required

under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the BDDDB. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDDB.

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their officers, officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. If not completed at the time of final payment, Contractor shall remain obligated to complete the Scope of Services and other obligations of this Agreement. Contractor agrees not to purport to bind the BDDDB to any obligation not assumed herein by the BDDDB unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor shall not begin the Professional Services required under this Agreement until it has: (i) obtained, and upon the BDDDB's request provided to the BDDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDDB reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the BDDDB; (ii) obtained BDDDB approval of each company or companies as required below; and (iii) confirmed that all policies contain the specific provisions required. Contractor's liabilities,

including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDDB.

B. Further, Contractor shall not modify any policy or endorsement thereto which increases the BDDDB's exposure to loss for the duration of this Agreement.

C. **Types of Insurance.** At all times during the term of this Agreement, Contractor shall maintain insurance coverage as follows:

(1) **Commercial General Liability.** Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/ Completed Operation)	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

(2) **Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident. An

insurance certificate shall be submitted to the BDDDB that reflects coverage for any automobile [any auto].

(3) **Professional Liability.** For Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate. Contractor shall ensure both that: (i) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (ii) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, Contractor's policy shall not contain exclusions for those activities.

(4) **Workers' Compensation.** For all of Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide Employers Liability Limits as follows:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Each Employee
Bodily Injury by Disease	\$500,000	Policy Limit

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water

and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

D. **Cancellation.** Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the BDDDB is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies as evidence by an endorsement to the policies which shall be attached to the certificates of insurance. Cancellation provisions in insurance certificates shall not contain the qualifying words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives”. In the event Contractor’s insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the BDDDB within four working days of Contractor’s receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

E. **Insurer Requirements.** All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated “A-” and “V” or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the BDDDB. The BDDDB will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of New Mexico.

F. **Deductibles.** All deductibles or co-payments on any policy shall be the responsibility of Contractor.

G. Specific Provisions Required.

(1) Each policy shall expressly provide, and an endorsement shall be submitted to the BDDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

(2) All policies required herein are primary and non-contributory to any insurance that may be carried by the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the BDDDB.

(a) Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the BDDDB's exposure to loss.

(b) Before performing any Professional Services, Contractor shall provide the BDDDB with all Certificates of Insurance accompanied with all endorsements.

(c) The BDDDB reserves the right, from time to time, to review Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the BDDDB. The BDDDB will reimburse Contractor for the cost of the additional premium for any coverage requested by the

BDDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

(d) Contractor may obtain additional insurance not required by this Agreement.

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

Indemnification for Professional Acts, Errors or Omissions. Except for professional acts, error or omissions that are the result of established gross negligence or willful misconduct on the part of Contractor, or its employees, agents, representatives or sub-consultants, the General Indemnification shall not apply to professional acts, errors or omissions unless covered by Professional Liability insurance required in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDDB and their "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.

15. THIRD-PARTY BENEFICIARIES

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 BDDDB 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.

16. RECORDS, DOCUMENT CONTROL AND AUDIT

A. Contractor shall conform with and participate in the Document Control policies of the BDDDB or City of Santa Fe. Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, all records that relate to the scope of services provided under this Agreement.

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDDB and City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDDB or City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the BDDDB. In any action, suit or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Any

action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to Seller or Buyer at the following addresses:

BDDDB: Buckman Direct Diversion
Rick Carpenter, Facilities Manager
341 Caja Del Rio Road
Santa Fe, NM 87506
Email: rrcarpenter@ci.santa-fe.nm.us

With a copy to: Nancy R. Long, Esq.
BDDDB Independent Counsel
Long, Komer & Associates, P.A.
P. O. Box 5098
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

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


Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving

notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]***

BUCKMAN DIRECT DIVERSION BOARD

By: 
Carol Romero-Wirth, BDD Chair

Date: Jan 9, 2023

APPROVED AS TO FORM

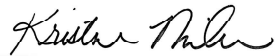

Nancy R. Long, BDDDB Counsel

APPROVED

Emily K. Oster
Emily K. Oster (Apr 20, 2023 16:05 MDT)


City Finance Director

ATTEST

 XIV
City Clerk

File Date: Apr 24, 2023

CONTRACTOR:
Alpha Southwest Inc.

Signature: 
Printed Name: David M. Yates

Title: Vice President

Date: 6 JAN 2023

NM Taxation & Revenue
CRS # 002328120110926

City of Santa Fe Business
Registration # 225207

Exhibit A



Alpha Southwest Inc.
 205 Rossmoor Rd. SW Albuquerque NM 87105
 Phone: 505-877-0287

Date 4/10/23

Quotation # 122122-01
 Customer ID BDD

Quotation For
 Mr. Brad Prado
 BDD Maintenance Superintendent
 341 Caja Del Rio Road
 Santa Fe, NM 87506

Quotation valid until: See Note Below
 Prepared by: D. Yates

Supply and Install 1 Ea. Pump and Motor for 1A Booster Station and 1 Ea. Pump and Motor for 2A Pump Station. Pricing per State of NM General Services Dept. Price Agreement #90-000-19-00051 Amendment #3

Salesperson	P.O. Number	Ship Date	F.O.B. Point	Terms
DMY	Pending	Motors 20-22 Weeks - Pumps 17-18 Weeks ARO		Net 30

Quantity	Description	Unit Price	Taxable?	Amount
120	Pump Crew to pull and set 2 Ea. Pumps and Motors	\$ 125.00	Yes	\$ 15,000.00
100	Electrical - Labor to un wire and wire 1 Ea. 700 HP and 1 Ea. 800 HP Motors	\$ 125.00	Yes	\$ 12,500.00
1	Booster Station 1A - 800 HP Vertical Solid Shaft Motor to original specification and design	\$ 153,987.96	Yes	\$ 153,987.96
1	Booster Station 2A - 700 HP Vertical Solid Shaft Motor to original specification and design	\$ 131,580.53	Yes	\$ 131,580.53
1	2 Ea. Peerless GL 18ME/MC 3 Stg. Bowl Units 4,300 GPM @ 600 Ft. TDH, 14" Colum, 304 SS Packing Containers.	\$ 153,987.96	Yes	\$ 153,987.96
750	Trip Miles	\$ 3.50	Yes	\$ 2,625.00
	Note: Because of supply chain uncertainty, pricing and delivery will be re-established at the time of order.			

If you have any questions concerning this quotation, please contact:
 David Yates - 505-980-6107 dave@alphasw.com

Thank you for your business!

Subtotal	\$ 469,681.45
Tax Rate	6.3750%
Sales Tax	\$ 29,942.19
Other	
TOTAL	\$ 499,623.71

[Type here]







BDDDB -ALPHA SOUTHWEST SERVICE AGREEMENT

Final Audit Report

2023-01-09

Created:	2023-01-09
By:	Monique Maes (mmaes@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArX2Hxq5Q6_zsPJrz0Qi1dor1c9VrTXuH

"BDDDB -ALPHA SOUTHWEST SERVICE AGREEMENT" History

-  Document created by Monique Maes (mmaes@santafenm.gov)
2023-01-09 - 5:11:40 PM GMT- IP address: 63.232.20.2
-  Document emailed to cromero-wirth@santafenm.gov for signature
2023-01-09 - 5:12:43 PM GMT
-  Email viewed by cromero-wirth@santafenm.gov
2023-01-09 - 5:37:14 PM GMT- IP address: 96.92.67.90
-  Signer cromero-wirth@santafenm.gov entered name at signing as Carol Romero-Wirth
2023-01-09 - 5:37:57 PM GMT- IP address: 96.92.67.90
-  Document e-signed by Carol Romero-Wirth (cromero-wirth@santafenm.gov)
Signature Date: 2023-01-09 - 5:37:59 PM GMT - Time Source: server- IP address: 96.92.67.90
-  Agreement completed.
2023-01-09 - 5:37:59 PM GMT

Memorandum



Buckman Direct Diversion

Date: December 22, 2022
To: Buckman Direct Diversion Board
From: Monique Maes, Contracts Administrator
Via: Rick Carpenter, Facilities Manager
Bradley Prada, Maintenance Superintendent
Re: Request for Purchase -Alpha Southwest


MM


RC

Item and Issue

Requesting approval of a Budget Approval Request (BAR) from Major Repair and Replacement Fund needed for the purchase of pumps, motors and labor located at booster station 1A and 2A in the amount of \$499,623.71.

Background

Replacement and Installation is needed for two (2) Vertical Solid Shaft Motors, two (2) bowl pumps, as well as parts, labor and milage located at booster stations 1A & 2A. In order to operate at full capacity, establishment of procurement and acquisition and funding for this labor and machinery is necessary for approval. The estimated delivery lead time for the required materials are up to 18 to 22 weeks. The vendor holds a Statewide Price Agreement and can provide a presentation if needed.

Action

Staff recommends approval of this purchase along with a BAR to move the amount of \$499,623.71 from the Major Repair and Replacement Fun to the Operating fund.

BU/LI: 8000801.570500, PL BDD1500 & BDD1600

Approved by BDDDB January 5th:



Carol Romero-Wirth, BDD Chair



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506





**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
3 Vendors

Number: 90-000-19-00051

Amendment No.: Three

Term: August 2, 2019 – August 1, 2023

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Michael Saavedra

Telephone No.: 505-372-8489

Email: Michael.Saavedra@state.nm.us

Invoice:
As Requested

Title: Installation and Service of Water System

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties except (AC) DAK Drilling LLC (which cannot extend during this period because it did not extend in the previous period), this Price Agreement is extended from August 2, 2022 to August 1, 2023 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date 6/7/2022

x This Agreement was signed on behalf of the State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

MS CF

State of New Mexico
General Services Department
Purchasing Division
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Awarded Vendors:

(AA) 0000046226
Alpha Southwest
205 Rossmoor Rd SW
Albuquerque, NM 87105
505-877-0287
kimbro@alphasw.com

Payment Terms: Net 30
Delivery: As requested

(AB) 0000047024
Coats Pump & Supply, Inc.
PO Box 1210
Dexter, NM 88230
575-734-5480
Chance.coats@coatspump.com

Payment Terms: Net 30
Delivery: As Requested

(AC) 0000142510
DAK Drilling LLC
29681 E. Highway 160
Durango, CO 81122
970-247-9685
clayton@dakdrilling.com

Payment Terms: NET 21 Days
Delivery: Destination

(AD) 0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: NET 30
Delivery: F.O.B. Destination

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General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00051

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Establish a Statewide Price Agreement for installation and service of water wells and water capture systems at various locations across the State. Due to the large geographic size of the state and our numerous service locations, the Department is seeking multiple vendors to be awarded.

The total cost of **each project**, including applicable gross receipts tax, shall not exceed One Million Dollars (\$1,000,000.00). **This cap includes all change orders associated with the project.**

The total cap for **this Statewide Price Agreement** is Ten Million (\$10,000,000) per awarded Contractor for the whole term of the Statewide Price Agreement.

The Contractor **MUST** report all work issued under this Price Agreement to the State Purchasing Division every quarter so that the cap thresholds can be monitored. If no Purchase Orders (PO) have been issued for the year, a report must still be sent in before the renewal date. A copy of approved POs must be sent as well as a summary spreadsheet for the quarter. The spreadsheet shall contain the following columns:

- Name of entity issuing the PO
- Date of the PO
- PO number
- project name
- dollar amount of the PO

Failure to do so will result in the yearly renewal of the Price Agreement being denied. Quarterly Spreadsheets MUST be sent to Michael Saavedra at Michael.Saavedra@state.nm.us.

When the total cap of ten million (\$10,000,000) for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Work may include, but is not limited to, installation, diagnostics, electrical, removals, repairs, parts and supplies, maintenance, and upgrades. The installation and service work will apply to various assortments of irrigation wells, domestic wells, windmills, solar wells, and water capture systems, including:

- Irrigation wells may include casings, lift stations, pumping systems, electrical and fuel-driven pumps and components, flow meters, connected water movement and storage components, and related components. Casings and discharge sizes of irrigation wells will be four (4) inches and above.
- Domestic wells may include casings, lift stations, pumping systems, electrical and fuel-driven pumps and components, pressure tanks and meters, connected water movement and storage components, and related components. Casings and discharge sizes of domestic wells will be below four (4) inches.
- Windmills may include casings, pumping systems, windmill heads, windmill towers and structures, connected water movement and storage components, and related components.
- Solar wells may include casings, pumping systems, solar panels, electrical pumps and electrical

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components, connected water movement and storage components, and related components. Includes replacement of windmill systems with equivalent solar pump systems.

- o Water capture systems may include guzzlers, trick tanks, drinkers, catchments, floats and valves, connected water movement and storage components, and related components.

The State Purchasing Zone Map (Exhibit A) has been divided into the four (4) quadrants of the state.

NW Quadrant: Zones 1, 2, 4, and 5

NE Quadrant: Zones 3 and 6

SW Quadrant: Zones 8, 11, and 12

SE Quadrant: Zones 7, 9, and 10

This enables establishment of pricing guidelines for the vendors and the Agency in procuring services at best obtainable price. All bidders can bid on all zones or on individual zones. Hourly rates should be all inclusive. Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. If the job requires more than one (1) visit Contractors must have justification and prior approval from the using Agency. Mileage will be based by google.com/maps. Vendors must furnish the Agency with copies of all price lists upon request.

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

Insurance Requirements

Insurance:

The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party

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beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars (\$100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars (\$300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred thousand dollars (\$500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

Bonding:

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars (\$25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded Contractor(s).

Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by user.

The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID). The CID will issue permits for work performed at state-owned buildings.

Remainder of this page left blank

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00051

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Item	Approx. Qty.	Unit	Article and Description	Unit Price			
				(AA)	(AB)	(AC)	(AD)
141	1	HR	Solar Wells – Hourly Labor – Hourly Rate – NW Area (Shop Repairs Only)			\$215.00	\$100.00
142	1	HR	Solar Wells – Hourly Labor – Hourly Rate – NE Area (Shop Repairs Only)			\$236.00	\$100.00
143	1	HR	Solar Wells – Hourly Labor – Hourly Rate – SW Area (Shop Repairs Only)			\$247.00	\$100.00
144	1	HR	Solar Wells – Hourly Labor – Hourly Rate – SE Area (Shop Repairs Only)		\$70.00	\$257.00	\$100.00
145	1	HR	Solar Wells – Hourly Rate – Supervisor – NW Area (Field Repairs Only)			\$195.00	\$110.00
146	1	HR	Solar Wells – Hourly Rate – Supervisor – NE Area (Field Repairs Only)			\$215.00	\$110.00
147	1	HR	Solar Wells – Hourly Rate – Supervisor – SW Area (Field Repairs Only)			\$224.00	\$110.00
148	1	HR	Solar Wells – Hourly Rate – Supervisor – SE Area (Field Repairs Only)		\$125.00	\$234.00	\$110.00
149	1	HR	Solar Wells – Hourly Rate – Laborer – NW Area (Field Repairs Only)			\$150.00	\$100.00
150	1	HR	Solar Wells – Hourly Rate – Laborer – NE Area (Field Repairs Only)			\$164.00	\$100.00
151	1	HR	Solar Wells – Hourly Rate – Laborer – SW Area (Field Repairs Only)			\$172.00	\$100.00
152	1	HR	Solar Wells – Hourly Rate – Laborer – SE Area (Field Repairs Only)		\$75.00	\$179.00	\$100.00
153	1	Mile	Solar Wells : Mileage Rate NW Area			\$3.50	\$1.50
154	1	Mile	Solar Wells : Mileage Rate NE Area			\$3.50	\$1.50
155	1	Mile	Solar Wells : Mileage Rate SW Area			\$3.50	\$1.50
156	1	Mile	Solar Wells : Mileage Rate SE Area		\$2.00	\$3.50	\$1.50
157	1	%	Solar Wells : % (off current catalog price) Discount on Parts NW Area			0%	0%
158	1	%	Solar Wells : % (off current catalog price) Discount on Parts NE Area			0%	0%
159	1	%	Solar Wells : % (off current catalog price) Discount on Parts SW Area			0%	0%
160	1	%	Solar Wells : % (off current catalog price) Discount on Parts SE Area		5%	0%	0%

*** 160 Items Total ***



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: ALPHA SOUTHWEST, INC
DBA: ALPHA SOUTHWEST, INC

Business Location: 205 ROSSMOOR RD SW
ALBUQUERQUE, NM 87105

Owner: ALPHA SOUTHWEST, INC

License Number: 225207

Issued Date: February 16, 2023

Expiration Date: February 16, 2024

CRS Number: 01-711081-005

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

ALPHA SOUTHWEST, INC
205 ROSSMOOR RD SW
ALBUQUERQUE, NM 87105

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



ALPHSOU-01

THUELSKAMP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Cress Insurance Consultants, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111	CONTACT NAME: Tonya Huelskamp	
	PHONE (A/C, No, Ext): (505) 822-8114	FAX (A/C, No): (505) 822-0341
	E-MAIL ADDRESS: thuelskamp@cressinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Valley Forge Insurance Co	20508
	INSURER B: Continental Insurance Co	35289
	INSURER C: Continental Casualty Company	20443
	INSURER D:	
	INSURER E:	
	INSURER F:	

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5093812966	10/1/2022	10/1/2023	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
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 6081446186	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE 5093778091	10/1/2022	10/1/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 5 93848947	10/1/2022	10/1/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Equipment Floater			C 6081487496	10/1/2022	10/1/2023	Lease/Rented	400,000
C	Installation / Build			C 6081487496	10/1/2022	10/1/2023	Install/Bldrs Risk	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional E&O with Pollution, \$3,000,000 Per Occurrence and Aggregate Limit, Policy No. 6018485129 with Columbia Casualty Company, Policy Term is 6.2.2022 to 6.2.2023.

CERTIFICATE HOLDER

CANCELLATION

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

Memorandum



Buckman Direct Diversion

Date: January 9th, 2023
To: Finance Department
From: Monique Maes, Contracts Administrator
Via: Rick Carpenter, Facilities Manager
Antoinette Armijo-Rougemont, Accounting Supervisor
Re: Request for Purchase -Alpha Southwest


MM


RC


AA

Item and Issue

Requesting approval and processing of Service Agreement with Alpha Southwest, Inc. in an amount not to exceed \$499,623.71.

Background

On January 5th the Buckman Direct Diversion Board approved a Service Agreement, BAR, and transfer from the Major Repair and Replacement Fund account to the Operating Budget for FY22-23, for a procurement of pumps and motors for Booster Stations 1A and 2A, with Alpha Southwest Inc, in an amount not to exceed \$499,623.71. The Service Agreement was established using that Statewide Price Agreement # 90-000-19-00051. Tax is included in the total price. Budget is available in the FY23 Operating Budget.

Action

Approval, processing, and route for signatures, for Service Agreement \$499,623.71

BU/LI: 8000801.570500, PL BDD1500 & BDD1600



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506





CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ALPHA SOUTHWEST INC.

Procurement Title: Supply and Install Pumps and Motors for BS1A and BS2A

Procurement Method: State Price Agreement ☒ Cooperative ☐ Sole Source ☐ Other ☐ RFP ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Buckman Direct Diversion Staff Name Monique Maes

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"/>	Memo addressed to BDDDB Buckman Direct Diversion Board
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contracts, 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 checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to BDDDB
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

<u>Monique Maes</u>	Contracts Administrator	12/22/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Apr 11, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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



Buckman Direct Diversion Board

Real Estate Summary of Contracts, Agreements, Amendments & Leases



Section to be completed by department

1. Munis Contract # 320844

Contractor: Alpha Southwest, Inc.

Description: Supply and install pump and motor for BS1A & BS2A

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: 01/05/2023 Term End Date: 06/30/2023

☒ Approved by BDDDB or ☐ Approved by BDD Date: 01/05/2023
Facilities Manager

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by BDDDB or ☐ Approved by BDD Date: _____
Facilities Manager

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Contract to be in the amount of \$499,623.71 for an end term date of 6/30/2023

3. **Procurement History:** _____

[Signature]

Purchasing Officer Review:

Apr 11, 2023

Date:

Comment & Exceptions: Procured via SWPA

4. **Funding Source:** _____ **Org / Object:** 8000801.570500

Andy Hopkins

Andy Hopkins (Apr 11, 2023 10:52 MDT)

Budget Officer Approval:

Apr 11, 2023

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Monique Maes Phone # 505-955-4508

Email: mmaes@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____










23-0168 Alpha Southwest

Final Audit Report

2023-04-24

Created:	2023-04-18
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQlwXvrMXSGhiADxhfYhnb2ZpJrGzk12N

"23-0168 Alpha Southwest" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-04-18 - 7:31:28 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature
2023-04-18 - 7:34:55 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-04-18 - 7:47:04 PM GMT- IP address: 174.205.101.194
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-04-20 - 10:05:15 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-04-20 - 10:05:17 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature
2023-04-20 - 10:05:20 PM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
2023-04-24 - 10:28:28 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
Signature Date: 2023-04-24 - 10:32:02 PM GMT - Time Source: server- IP address: 73.98.12.205
-  Agreement completed.
2023-04-24 - 10:32:02 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.