



## INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Alpha Southwest, Inc.**, a New Mexico corporation ("Contractor"), to be effective for all purposes June 7, 2017.

**WHEREAS**, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 17-45 (the "RFP") on March 16, 2017, requesting proposals for On-site Hypochlorite Generation System, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated April 14, 2017 ("Contractor's Response"); and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**WHEREAS**, the Board of Public Utilities approved this Agreement at a public meeting held on May 17, 2017; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on June 6, 2017; and

**WHEREAS**, Contractor will provide the Services, as described below, to County.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

### **SECTION A. SERVICES:**

**Contractor Services.** Contractor shall furnish up to four (4) on-site chlorination systems and equipment as specified below, including all accessories and controls necessary for a complete and operable chlorination system. Contractor shall install, inspect, startup, calibrate, and provide equipment and operator training to County.

1. Contractor shall provide the equipment at the costs provided in Exhibit A.1-9.
2. Task Orders. County shall issue a task order for each set of equipment to be installed. At the written instruction of County, Contractor shall evaluate and provide the required County installed items as provided in paragraph No. 3 below. County shall then issue an order to proceed once all items have been installed in accordance with the Contractor's directive. Within thirty (30) days Contractor shall deliver and install the ordered parts at the pricing agreed upon in Exhibit "A."
3. The following pre-installation items are to be provided as follows:

- a. Any underground or structural work by County;
  - b. Anchor bolts and seismic restraints by Contractor;
  - c. Valves, fittings, appurtenances not specifically listed above by Contractor and Contractor will provide items only specific to the "equipment system" we are providing, any isolation valves, electrical equipment, or other appurtenances feeding the "equipment system" are not included;
  - d. Heat tracing and insulation of all interconnecting piping, if required by County;
  - e. Electrical power to control panel and transformer rectifier by Contractor;
  - f. All electrical conduit, wiring, electrical material, etc. between control panel, brine tank, OSHG skid, Hypochlorite tank, and metering pumps by Contractor;
  - g. Supervisory Control and Data Acquisition ("SCADA") connectivity and programming provided by County;
  - h. Room ventilation, air conditioning, or lighting if required by County; and
  - i. Any video recording by County.
4. Contractor shall provide to County all Operation and Maintenance Manuals for installed equipment, as needed, to include:
    - a. Submittal: sent electronically to County.
    - b. Operations and Maintenance Manual: sent electronically to County.
  5. Contractor shall provide a one (1) year warranty including a lifetime technical support during the term of the Agreement and as included in the fees provided in the price schedule. Electrolytic cells carry a prorated warranty for years two (2) through seven (7).
  6. Contractor shall have labor, equipment and materials available to provide technical support throughout the life of supplied equipment at the rates stated in the rate schedule.
  7. Contractor shall provide all Field Services and installation services, as needed, as follows:
    - a. One (1) day at jobsite per installation;
    - b. Installation Inspection and verification of compliance with County requirements;
    - c. System start-up; and
    - d. Operator Training if requested.

**SECTION B. TERM:** The term of this Agreement shall commence June 7, 2017 and shall continue through June 6, 2021, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to two (2) consecutive one-year periods, unless sooner terminated, as provided therein.

#### **SECTION C. COMPENSATION:**

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
2. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable, upon Owner's acceptance of Contractor's installation. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. All disputes related to performance and payment shall be governed by the County's Procurement Code, Chapter 31.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like

insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. APPLICABLE LAW:** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

**SECTION L. 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 the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

**SECTION M. INDEMNITY:** Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

**SECTION N. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**SECTION O. NON-ASSIGNMENT:** Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

**SECTION P. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION Q. PROHIBITED INTERESTS:** Contractor agrees 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 its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**SECTION R. TERMINATION:**

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION S. NOTICE:** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Water System Superintendent  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 130  
Los Alamos, New Mexico 87544

Contractor:

David M. Yates, Vice President  
Alpha Southwest, Inc.  
P.O. Box 9263  
Albuquerque, New Mexico 87119

**SECTION T. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

**SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

BY: \_\_\_\_\_  
**TIMOTHY A. GLASCO, PE** **DATE**  
**UTILITIES MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**ALPHA SOUTHWEST, INC., A NEW MEXICO**  
**CORPORATION**

BY: \_\_\_\_\_  
**DAVID M. YATES** **DATE**  
**VICE PRESIDENT**



Exhibit A  
AGR17-45  
Price and Compensation Rate Schedule

	<b>COST CATEGORY Per item</b>	<b>QTY/UNIT</b>	<b>UNIT PRICE YR. 1</b>	<b>UNIT PRICE YR. 2</b>	<b>UNIT PRICE YR. 3</b>	<b>UNIT PRICE YR. 4</b>
1	Water softener	1 EA	\$1,105.00	\$1,160.25	\$1,218.26	\$1,279.18
2	Brine Storage Tank	1 EA	\$2,316.85	\$2,425.19	\$2,538.95	\$2,658.40
3	Control Panel	1 EA	Included w/ generator	Included w/ generator	Included w/ generator	Included w/ generator
4	Sodium Hypochlorite Generator	1 EA	\$57,200.00	\$59,488.00	\$61,867.52	\$64,342.23
5	Rectifier	1 EA	Included w/ generator	Included w/ generator	Included w/ generator	Included w/ generator
6	Sodium Hypochlorite Storage Tank	1 EA	\$3,845.24	\$4,030.00	\$4,224.00	\$4,227.70
7	Chlorine Analyzer	1 EA	\$4,106.70	\$4,312.04	\$4,527.64	\$4,754.02
8	Circular Chart Recorder	1 EA	\$2,919.15	\$3,065.11	\$3,218.36	\$3,379.28
9	Sodium Hypochlorite Dosing Pump	1 EA	\$9,922.24	\$10,414.60	\$10,931.58	\$11,474.41
10	Technician per Hour	1 EA	\$85.00	\$85.00	\$85.00	\$85.00
11	Supervisor per Hour	1 EA	\$125.00	\$125.00	\$125.00	\$125.00
12	Travel to Site from Albuquerque per Trip	1 EA	\$75.00	\$75.00	\$75.00	\$75.00

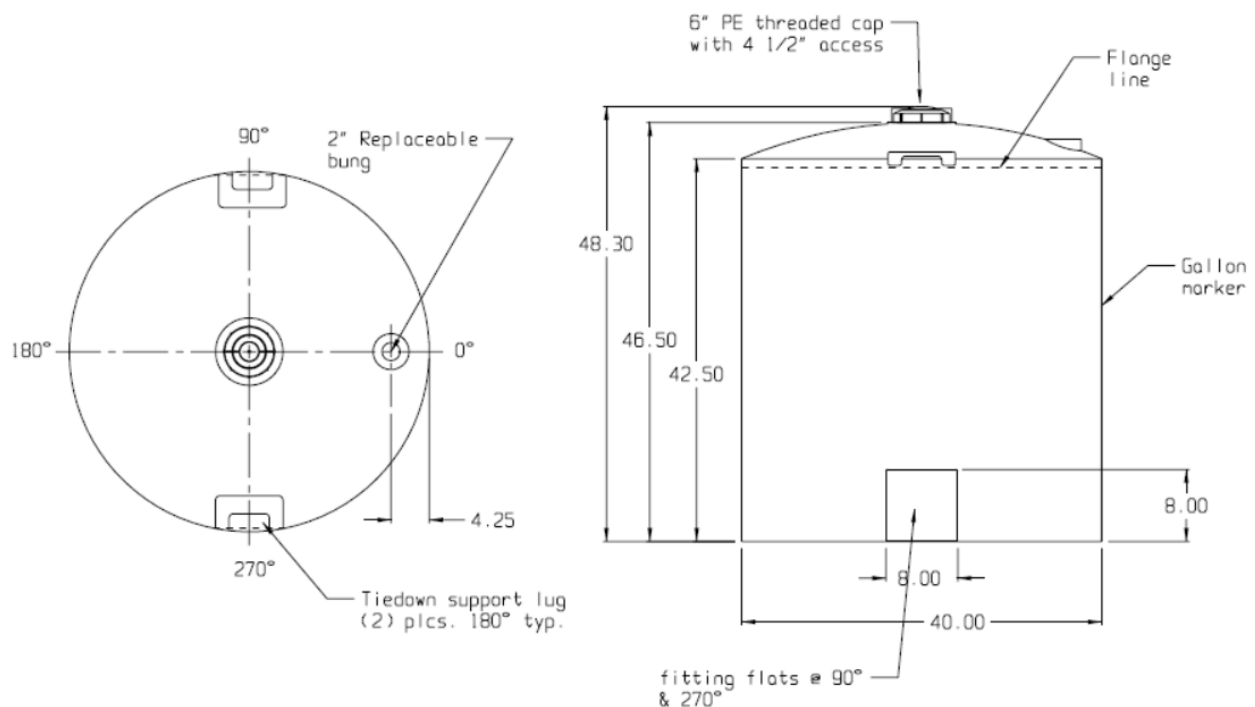


## Exhibit A. 2. Brine Storage Tank

The following equipment is included in the pricing of Exhibit A:

The Brine Storage Tank will be provided to Alpha Southwest, Inc from **Harrington Industrial Plastics**. They are the local representatives for Snyder Industries the manufacturers of the tanks.

ASW will provide an upright, cylindrical, flat bottom 200-gallon tank, made of heavy duty plastic, that is 48" tall and 40" in diameter. We are also providing tank restraints with anchor plates. Connections are shown in drawing.



### Includes the following components:

Tank-154000N45- 200-gallon vertical tank, HPDE, 40" x 48" 1.9S.G. 6" MNWY  
Inlet-342015-2" fitting BKHD SxT PVC EDPM Gasket  
Outlet-342066-1/2" Fitting BKHD SxT PVC EDPM Gasket  
Drain-342179-1" Fitting BKHD SxT PVC EDPM Gasket  
Anchors & mounts & restraints

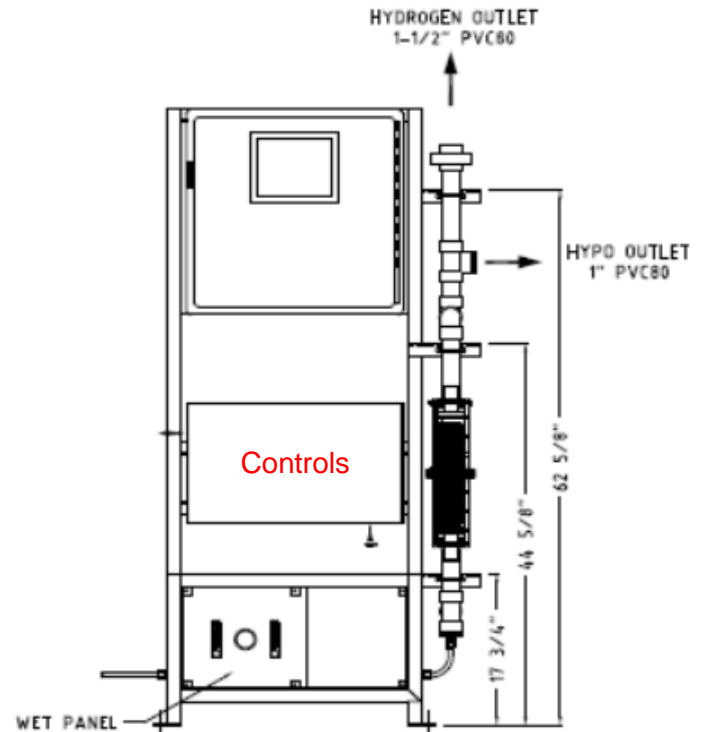
### Exhibit A. 3. Control Panel

The following equipment is included in the pricing of Exhibit A:

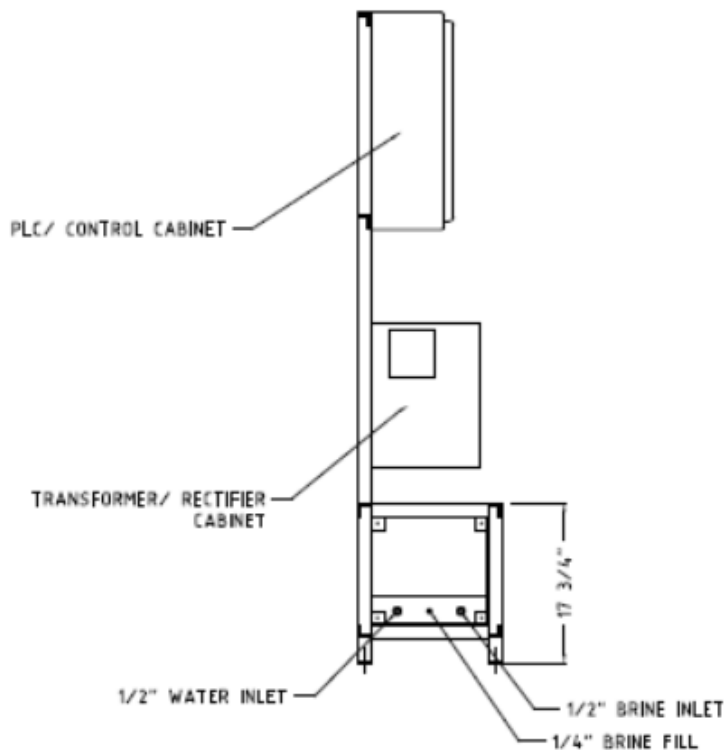
This item is integrated with the on-site generator and rectifier;

#### Skid-Mounted Electrical Control Panel, including:

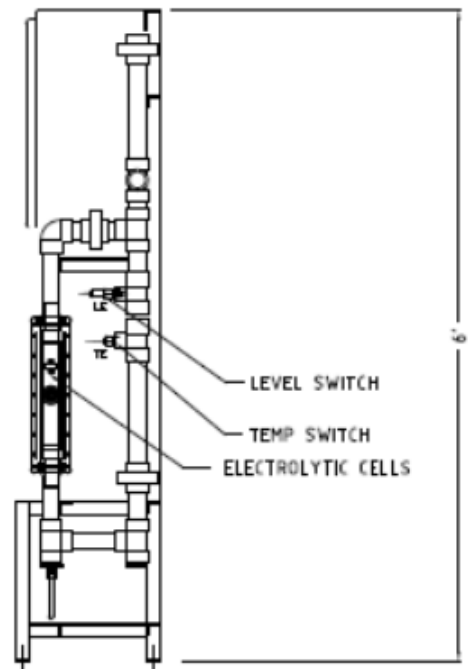
- NEMA 4X Enclosure – 304 Stainless Steel Construction
- Allen-Bradley SLC 5/04 Programmable Logic Controller with
- Ethernet Communication
- 6" Color Touchscreen HMI
- 24 VDC Power Supply
- Emergency Stop Pushbutton
- Panel-Mounted Disconnect Switch



**FRONT ELEVATION**



**LEFT SIDE VIEW**



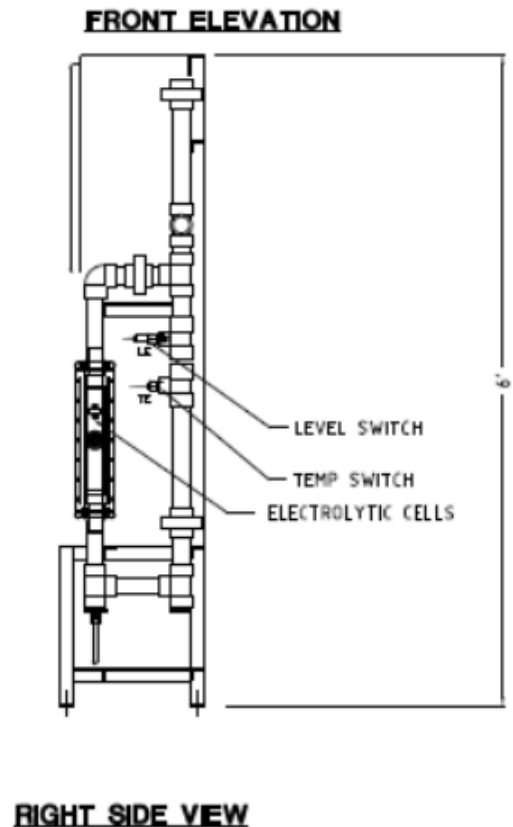
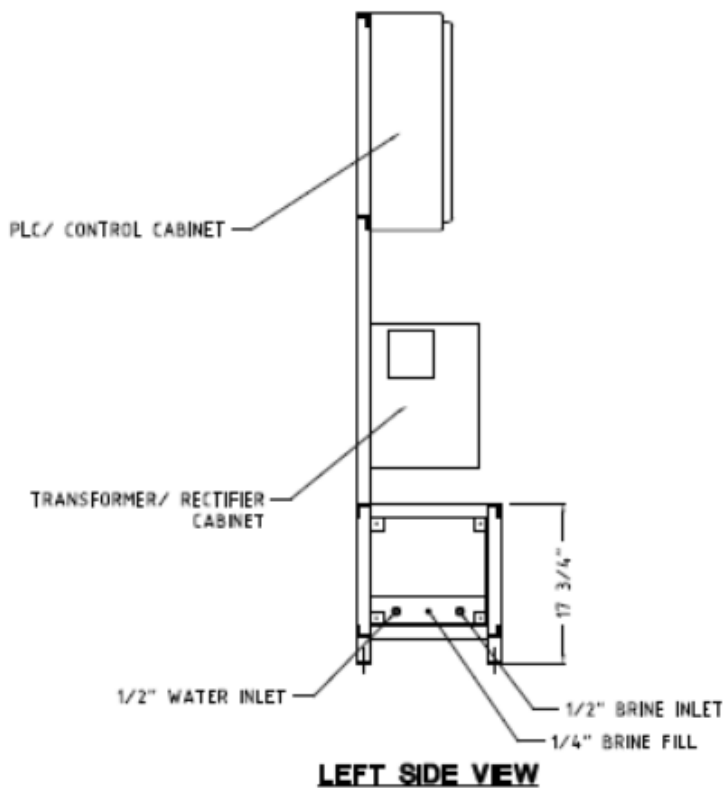
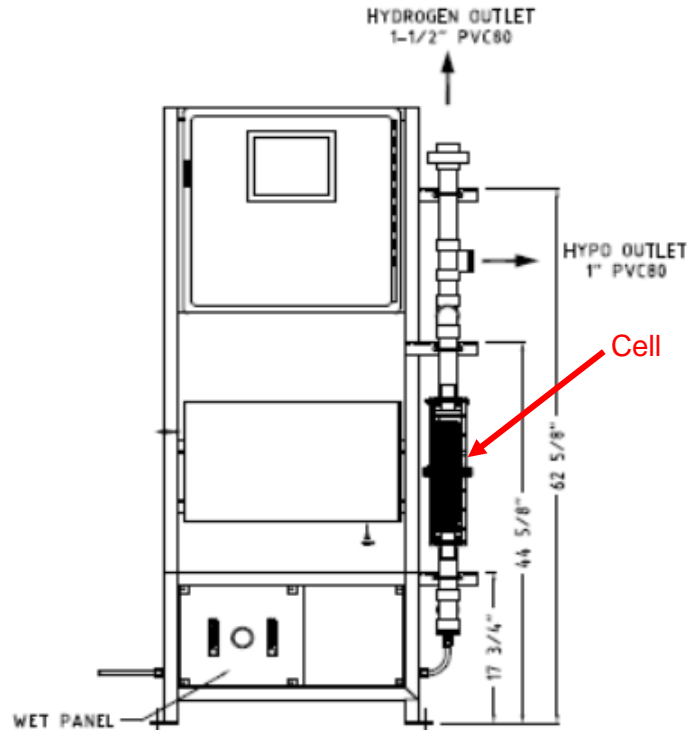
**RIGHT SIDE VIEW**

# **Exhibit A. 4.** **Sodium Hypochlorite Generator**

The following equipment is included in the pricing of Exhibit A:

## **Microclor® MC-20 On-Site Hypochlorite Generation System, including:**

- 20 ppd Electrolytic Cell
  - Stainless Steel Brine Gear Pump with Integral Speed Control
  - Water and Brine Rotameters
  - Analog Water Flow Sensor
  - Optical Level Switch (Qty. 1)
  - Temperature Sensor (Qty. 1)
  - Water and Brine Makeup Solenoid Valves
  - 304 Stainless Steel, Electropolished Open Frame Equipment Skid
- In Wet Panel*

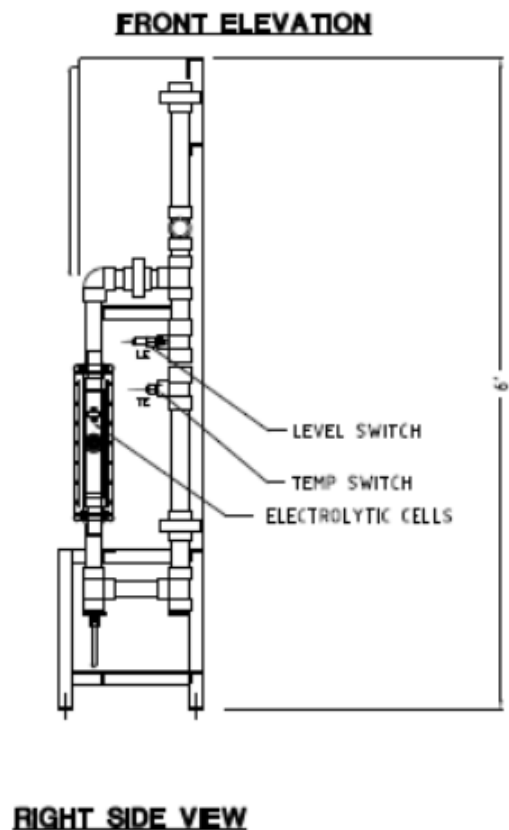
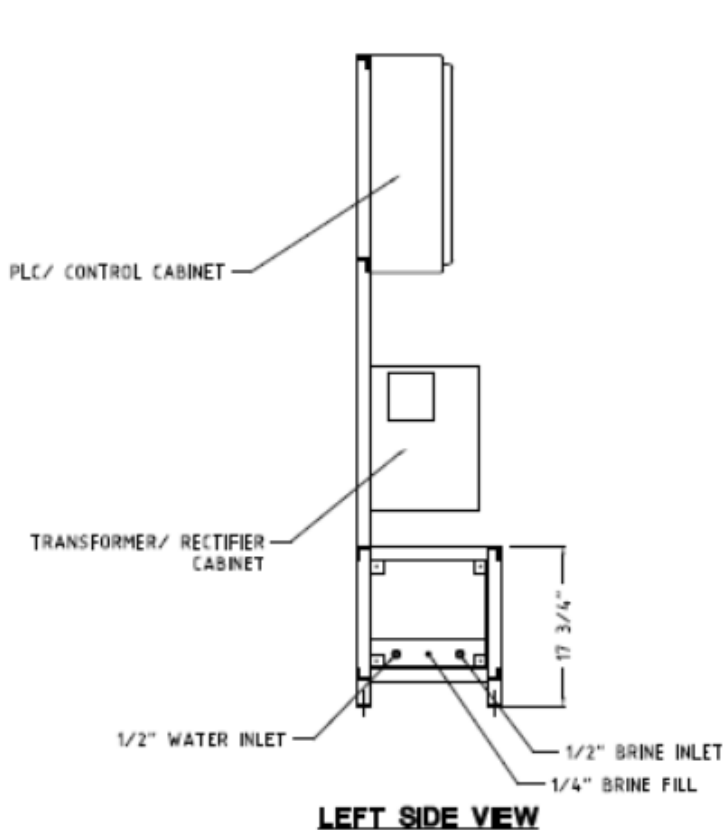
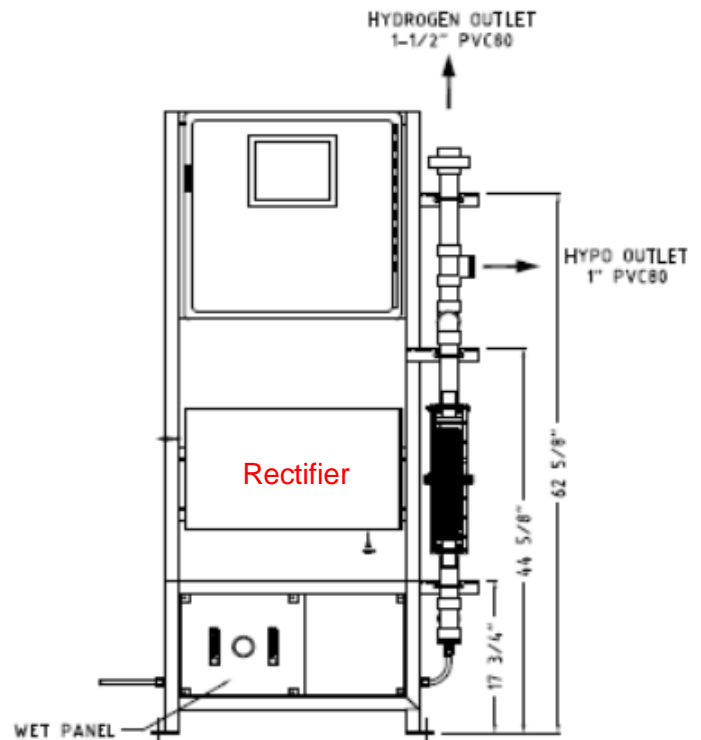


## Exhibit A. 5. Rectifier

The following equipment is included in the pricing of Exhibit A:

• **Skid-Mounted Transformer Rectifier**, including:

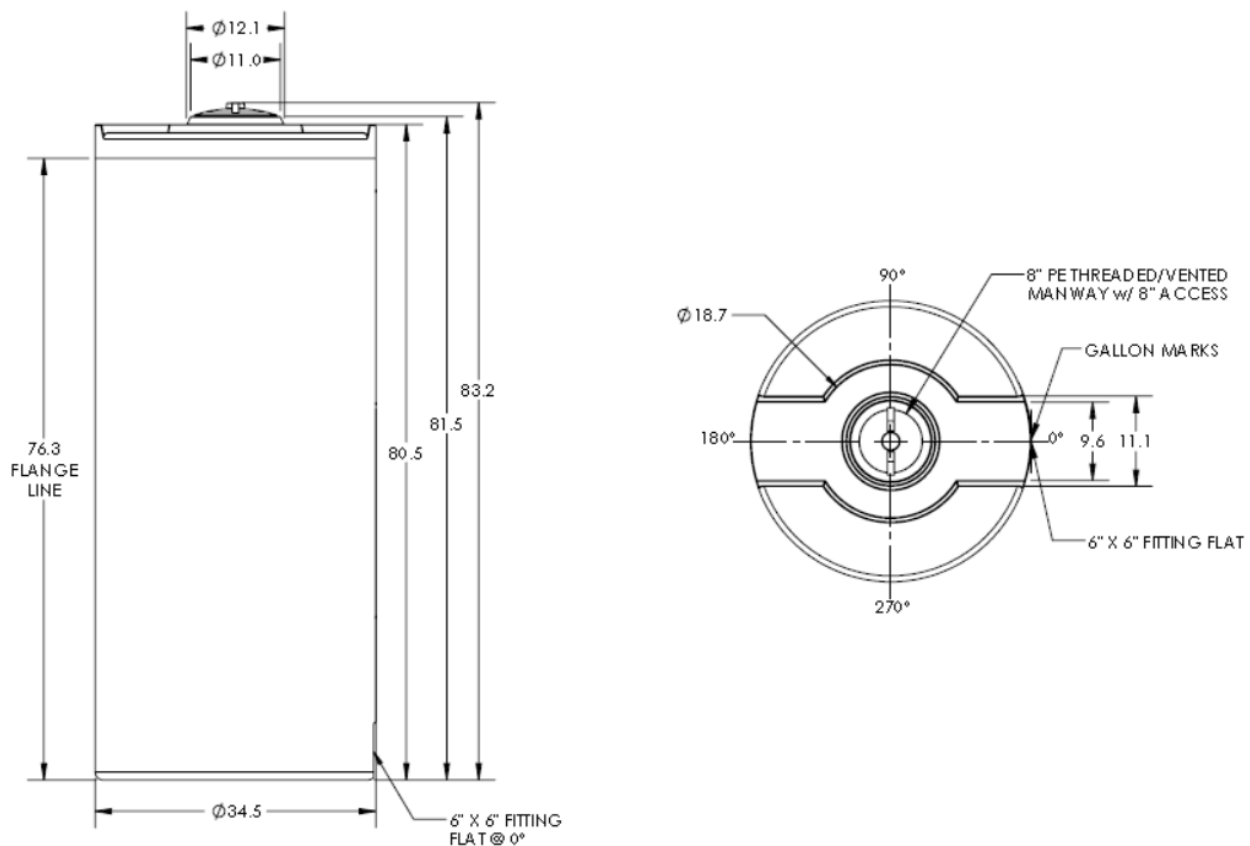
- NEMA 1 Enclosure – 304 Stainless Steel Construction
- 2.4 kVA Step-Down Transformer – 60 VDC @ 40 A
- DC Bridge Rectifier with Diode Assemblies and Aluminum Heat Sink with Cooling Fan
- DC Current Transducer
- Panel-Mounted Disconnect Switch



## Exhibit A. 6. Sodium Hypochlorite Storage Tank

The following equipment is included in the pricing of Exhibit A:

The Sodium Hypochlorite Storage Tank will be provided to Alpha Southwest, Inc from **Harrington Industrial Plastics**. They are the local representatives for Snyder Industries the manufacturers of the tanks. ASW will provide an upright, cylindrical, flat and/or cone bottom 300-gallon 35" x 82" tank molded in one piece seamless construction by rotational molding. The tanks are designed for above ground, vertical installation and are capable of containing chemicals at atmospheric pressure. We will provide tank restraints w/ anchor plates. Included in the detailed specifications are requirements for materials, properties, design, construction, dimensions, tolerances, workmanship, and appearance. The tank capacities are from 375 gallons (1,453 L) up to 16,500 gallons (62,453 L).



### Includes the following components:

Tank-1011200N45, 300-gallon tank vertical, Nat HDPE, 35"x82" 1.9 S.G. 8" MNWY  
 Fitting-347239, 3" fitting, BKHD SxT Viton gasket  
 Flange Adaptor-347870, 3" flange adaptor MPT PVC SCH80 for BKHD FTG  
 Flange-853-030, 3" blind flange PVC SCH80 WBD  
 Flange Adaptor-347869, 2" flange adaptor MPT PVC SCH80 for BKHD FTG  
 Inlet-347238, 2" fitting BKHD SxT PVC Viton gasket  
 Flange Adaptor-347869, 2" flange adaptor MPT PVC SCH80 BKHD FTG  
 Outlet-347236, 1" fitting BKHD SxT PVC Viton gasket  
 Anchors & mounts & restraints

### **Exhibit A. 7. Chlorine Analyzer**

The following equipment is included in the pricing of Exhibit A:

Alpha Southwest will provide the Rosemount Analytical chlorine analyzer model 1056-03-24-38-AN.

The analyzer is housed in a rugged NEMA 4X polycarbonate enclosure.

Operation of the analyzer is through a front panel keypad. The large full color display indicates chlorine concentration and temperature along with six other user-selectable parameters, such as analog output and relay state. Menu screens for calibrating and programming are simple and intuitive, and screens providing information about configuration, calibration, and troubleshooting are available at the touch of a button.

A data logger, storing up to 30 days of data, including diagnostic measurements as well as process variables is standard. A dual graphical display allows the data to be shown in one hour, one day, seven days and one month intervals. An event logger, which holds up to 300 events, is also standard.

The chlorine probe(sensor) is a model number 499 ACL-02-54. The model 499 ACL has been discontinued and Rosemount, the manufacturer is recommending the new model.

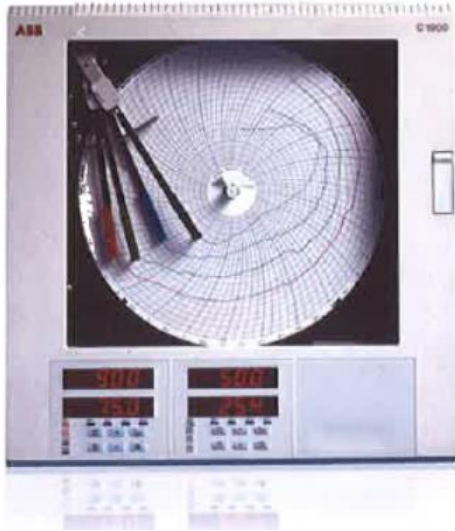
The sensor consists of a gold cathode and a silver anode in an electrolyte solution. A silicone membrane, permeable to iodine is stretched over the cathode. The analyzer applies a voltage to the cathode sufficiently negative to reduce all the iodine reaching it.



**Model 1056 Chlorine Analyzer**

**Exhibit A. 8.**  
**Circular Chart Recorder**

The following equipment is included in the pricing of Exhibit A:



Alpha Southwest will provide the ABB Commander 1900 chart recorder as requested in the RFP.

The C1900 is a fully programmable circular chart recorder for up to four process signals. The C1900 lets you see the status of your process at a glance: high visibility 6-digit displays provide a clear indication of up to four process values simultaneously and active alarms are signaled by flashing LED's below the main display.

The chart is easily set up to show the information needed in the way you require. Pen ranges are individually set up to give the best resolution for each signal: the time per revolution can be selected between 1 hour and 32 days. Additionally, a true time event pen facility enables one pen to be set up as a 3-position event marker on the same time as Pen 1. The clearly labeled keypad gives direct access for operator adjustments and configuration programming without the need to open the recorder door. Prompts on the display guide the user through the menus. A password protected security system prevents unauthorized access to configuration adjustment menus.

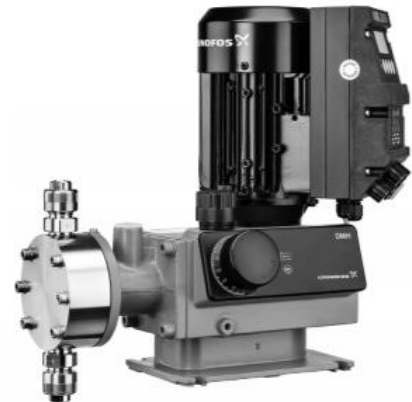


### Exhibit A. 9. Sodium Hypochlorite Dosing Pump

The following equipment is included in the pricing of Exhibit A:

The Alldos Model KM254 requested in the RFP is now provided by Grundfos. The equivalent pump is the Grundfos DHM 254 102-10.

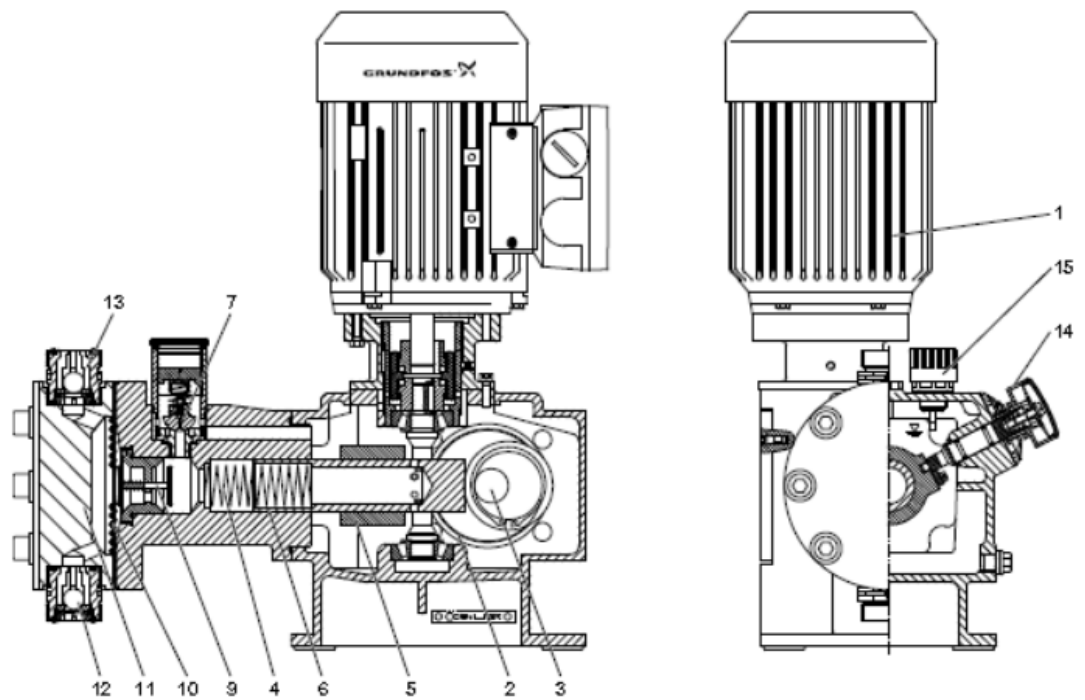
Alpha Southwest is an authorized Grundfos pump distributor in New Mexico. The pump is rated at 32.2 GPH up to 145 psi. Pump materials will be PVDF.



DMH Information	
Motor size:	0.13 to 3 hp
Flow, Q:	0.069 to 2 x 278 gph
System pressure:	max. 2900 psi
Suction discharge connections:	1/4 to 1-1/4 in.
Enclosure class:	IP 65
Dosing flow variation:	below +/- 1% (DMH 28x)
Dosing flow linearity:	below +/- 1% (DMH 28x)

254	50-10	15.8	145	32
	97-16	30.6	232	65
	102-10	32.2	145	65
	136-16	43	232	90
	143-10	45.4	145	90
	166-16	52.8	232	110
	175-10	55.4	145	110
	202-16	63.9	232	134
	213-10	67.3	145	134





**Fig. 19** Sectional drawing, DMH model 254

### Legend

Pos.	Description
1	Motor
2	Worm gearing
3	Eccentric
4	Return spring (not for all models)
5	Control slide
6	Piston
7	Combined pressure relief and degassing valve
9	Diaphragm protection system (AMS)
10	Dosing diaphragm
11	Dosing head
12	Suction valve
13	Discharge valve
14	Stroke-length adjustment knob
15	Venting screw with oil-level gauge