



AGR17-914

INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("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 October 20, 2016.

WHEREAS, the County's Department of Public Utilities has a need for inspection, repair, and ancillary services on all County well pumps; and

WHEREAS, procurement of the Services was made in accordance with Los Alamos County Code of Ordinances Sec. 31-3(b)(4)(d) (procurement of services under an existing contract with another government agency) as the Albuquerque/Bernalillo County Water Utility Authority had publicly bid and competitively awarded to Contractor, contract numbered "RFP2013000021"; and

WHEREAS, the County's Board of Public Utilities approved this Agreement at a public meeting held on October 19, 2016; and

WHEREAS, Contractor will provide the Goods and 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 shall provide the following services:

- 1. Contractor Services.** Contractor shall provide all necessary staff and materials for removal, inspection, repair, and replacement of potable water well pumps on one or more County owned wells ("Work") following the issuance of a Task Order, depending on the needs established by the County Contractor agrees that Work shall also include potable and non-potable booster pumps and related appurtenances.
- 2. Mobilization of crew, rig, and crane to site and pulling of pump(s).** Contractor shall prepare the job site as identified in the Task Order, including but not limited to placement of necessary fencing, removal of fencing, well house building/house dismantling, and adequate dunnage to lay the piping on and mobilize equipment and installation rig as provided by the approved Task Order. Once all equipment and rig are mobilized as provided in the agreed upon Task Order, Contractor shall remove the pump(s), inspect the column pipe as the pump(s) is being pulled and note any deficiencies, transport of the pump(s) (a.k.a. bowl assembly), oil tubing and shafting to Contractors' shop in Albuquerque or approved vendor for disassembly and inspection to obtain current condition. Secure the job site and well head until pump(s) are replaced.
- 3. Inspection and Repair.**

Contractor shall inspect the inner column assembly for wear and damage, recondition or install new inner column assemblies as directed by County via approved Task Order, which may include reassembly of four complete joints of inner column assembly, check and straighten all remaining shafting. The Contractor will set up a meeting at their shop with the County's representative for an onsite inspection and confirmation of the necessary repairs or replacement of any new parts. The Contractor shall provide a quote to the County for the necessary repairs or replacement part(s). Re-install the well pump after approved repairs are made as directed by County in writing. Once the well pump(s) is installed the Contractor shall reconnect the discharge head and set the required feet of pump assembly back in to the well, set the right angle gear drive on the discharge head, stretch the pump, install and align the driveshaft, start-up the well pump, and run a check of the pumping assembly. Contractor shall disinfect the well by utilizing a chlorine basket with enough Sodium Hypochlorite to establish a residual of 50 parts per million ("PPM"). Upon completion of the pump installation the chlorinated water is to be mixed proportionately with a dechlorination agent which meets applicable state or federal standards. The dechlorination agent is to be injected into the pump discharge line as the water is going to waste out the discharge line until no chlorine is detected.

4. Deliverables.

- a. New or reconditioned column assembly parts and equipment, including new shafts, couplings, bearings, and pipe as directed and agreed upon by County.
- b. Install new or reconditioned bowl assemblies as agreed or directed by County.
- c. Reinstallation of all equipment into well/(s), start-up, and disinfection services pursuant to well design specifications or as directed by County.

SECTION B. TERM: The term of this Agreement shall commence October 20, 2016 and shall continue through October 19, 2020, with the option to extend the term for up to three (3) one-year periods, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed ONE HUNDRED FIFTY THOUSAND ONE HUNDRED FOURTEEN DOLLARS (\$150,114.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT"). 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. Monthly Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. 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.
4. **Owner's and Contractor's Protective Liability Insurance:** Contractor shall provide, in the name of the Incorporated County of Los Alamos, protective/contractor liability insurance with the County named as the additional insured. The limits of liability shall be the same as specified in Paragraph (1) above, and shall include Explosion, Collapse and Underground Hazards coverage.
5. **Professional Liability Insurance:** shall be provided as may be applicable to the particular profession or service to be provided, with a limit of not less than \$1,000,000 each claim, with a \$2,000,000 annual aggregate, without any restrictive "negligent act, negligent error, or negligent omission" clause, and with coverage extending for a three (3) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

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:
Deputy Utilities Manager (GWS)
Incorporated County of Los Alamos
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544

Contractor:
Dave Yates, Vice Pres.
Alpha Southwest, Inc.
205 Rosmoor Road, SW
Albuquerque, New Mexico 87105

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 is attached as Exhibit "B." Contractor must submit this form with this Agreement, if applicable and in accordance 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

SHARON STOVER
COUNTY CLERK

BY: _____
TIM GLASCO **DATE**
UTILITIES MANAGER

Approved as to form:



KATHRYN S. THWAITS
ACTING COUNTY ATTORNEY

ALPHA SOUTHWEST, INC., A NEW MEXICO
CORPORATION

BY: _____

Exhibit "A"
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The following are the Parties' agreed upon pricing pursuant to the Albuquerque/Bernalillo County Water Utility Authority publicly bid and awarded Contract No. "RFP2013000021."

Item Description:	Unit Price:	Annual Price Increase:
Shop drawings, Reports, O&M Manuals, Calculations, Permits and Scheduling(TS-1)	\$65.50/Hour	5%
Work Site Preparation, Cleanup, Disinfection and Gathering Materials (TS-2)	\$69.00/Hour	10%
Pull and Reinstall Pumps with Related Equipment as Provided in the Scope or Approved Task Order (TS-3)	\$8.35/L.F.	10%
Lower Pump (TS-4)	\$24.75/L.F.	10%
Well Abandonment and Rehabilitation (TS-5)	\$220.00/Hour	10%
Well Inspection Video Surveys and Logs (TS-6)	\$1,210.00/Each	10%
Repair/Replacement of Well, Booster Station and Reservoir Equipment (Mechanical/Miscellaneous Laborer) (TS-7a)	\$69.00/Hour	10%
Repair/Replacement of Well, Booster Station and Reservoir Equipment (Journeyman Electrician) (TS-7b)	\$84.00/Hour	20%
Fabrication and Machine Shop Work (TS-8)	\$71.50/Hour	5%
Percent of Blue Book Price (Not to Exceed 100%) (TS-9)	100%	0%
Inspection Labor (TS-10)	\$65.50/Hour	5%
Percent Over Invoice for Repair Parts (TS-11)	1.29%	3%
Operation of Driver Equipment (TS-12)	\$73.50/Hour	5%
Jobsite Security (TS-13)	\$23.50/Hour	5%
Percent Over Invoice for Rental Equipment (TS-14)	1.15%	0%
Percent Over Invoice for Subcontract Work (TS-15)	1.15%	0%
Performance Evaluation of Wells, Well Pumps and Booster Pumps (TS-16)	\$73.50/Hour	5%

Notes:

- L.F. is price per Linear Foot.
- Prices do not include NMGRT.
- Annual increases are based on the County's fiscal year from July 1st through June 31st.
- Items that include a "TS-#" are tasks described in more detail and which are cross-referenced to the Albuquerque Bernalillo County Water Utility Authority RFP Solicitation No. P2013000021 released February 6, 2013. See attached.

Exhibit "B"
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: James Chrobocinski, Steve Girrens, Kristin Henderson, David Izraelevitz, Susan O’Leary, Rick Reiss, and Peter Sheehey.)

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (position)