



AGENDA

BUCKMAN DIRECT DIVERSION BOARD
JULY 01, 2021 AT 4:00 PM
ATTEND VIRTUALLY



SPECIAL PROCEDURES FOR BUCKMAN DIRECT DIVERSION BOARD MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, the ban on public gatherings in excess of those permitted in the current Public Health Order, and the need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, the Buckman Direct Diversion Board meeting will be conducted virtually.

Viewing: Members of the public may join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/95491083613?pwd=aGlyVmx2SVo5Zis5cWg1QlJpcGEvQT09>

Passcode: 850610

Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 669 900 6833 Webinar ID: 954 9108 3613 - Passcode: 850610**

Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

The agenda and packet for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

Public Comment: To provide live public comment during the Public Comment section, you must join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/95491083613?pwd=aGlyVmx2SVo5Zis5cWg1QlJpcGEvQT09>

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1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF MINUTES**
 - a. Approval of the minutes from the June 3, 2021 Buckman Direct Diversion Board Meeting

5. **MATTERS FROM THE PUBLIC:**

To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1 :00 p.m. the day of the meeting for the meeting link and/or call in number. To provide written comment please email Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1:00 p.m. the day of meeting, emails must identify the submitting party's name. These comments will be distributed to the Board for review prior to the meeting and placed in the minutes of the meeting.

6. **APPROVAL OF CONSENT AGENDA**

7. **PRESENTATION/INFORMATIONAL ITEMS**

- a. Monthly update on the BDD Operations. (Randy Sugrue, BDD Operations Superintendent, rcsugrue@santafenm.gov, 955-4501)
- b. Report from the Facilities Manager, (VERBAL) (Rick Carpenter, BDD Facilities Manager, rrcarpenter@santafenm.gov, 955-4507)



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- c. Report on returning to in-person public meetings of the Buckman Direct Diversion Board.(Verbal) (Rick Carpenter, BDD Facilities Manager, rrcarpenter@santafenm.gov, 955-4507)

8. ACTION ITEMS: CONSENT

- a. Request for approval of BDD Water Treatment Chemicals ITB 21/39/B to award multiple vendors for a total amount of \$426,281.00 for operations of chemical treatment. (Randy Sugrue, Operations Superintendent, rcsugrue@santafenm.gov, 955-4501; Rick Carpenter, BDD Facilities Manager, rrcarpenter@santafenm.gov, 955-4507)
- b. Request for approval of Amendment No. 2 to Professional Services Agreement, Item 18-1048 with ALS Group US, Corp to extend the term to June 30, 2022 and increase compensation by \$90,000.00 plus applicable gross receipts tax to provide laboratory analysis services. (Rick Carpenter, BDD Facility Manager, rrcarpenter@santafenm.gov. 955-4507)
- c. Request for approval of Amendment No. 6 to the BDD Raw Water Pump Project Agreement #16-0769 with Alpha Southwest, Inc. to extend the term to June 30, 2022. (Rick Carpenter, Facilities Manager, rrcarpenter@santafenm.gov, 955-4507)
- d. Request for approval of Amendment No. 2 to Professional Services Agreement 19-0301 with Alpha Southwest, Inc. in the amount of \$30,000 plus applicable gross receipts tax and to extend the term to June 30, 2022, to provide On-Call emergency repair services. (Rick Carpenter, BDD Facilities Manager, rrcarpenter@santafenm.gov, 955-4507)
- e. Request for approval of award to Daniels Insurance, Inc. for Property and Casualty Insurance Broker/Agent of record, RFP '21/36/P to procure BDDB required insurance. (Rick Carpenter, BDD Facilities Manager, rrcarpenter@santafenm.gov, 955-4507)
- f. Request for approval of Amendment No.2 to Professional Services Agreement #20-0546 with TLC Company, Inc. to extend the term to June 30, 2022. (Monique Maes, Contract Administrator,



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mmaes@santafenm.gov, 955-4508; Rick Carpenter, BDD Facilities Manager, rrcarpenter@santafenm.gov, 955-4507)

- g. Request for approval of Amendment No. 4 to legal services Agreement 19-0246 for board counsel and Legal Services with Long, Komer & Associates, P.A. in the amount of \$249,000 plus applicable gross receipts tax and to extend the term to June 30, 2022. (Rick Carpenter, BDD Facilities Manager, rrcarpenter@santafenm.gov, 955-4507; Monique Maes, Contracts Administrator mmaes@santafenm.gov, 955-4508)
- h. Request formal adoption of the Fiscal Year 2022 Annual Operating Budget in the amount of \$8,842,711 plus \$626,706 in contributions to the Major Repair and Replacement Fund. (Rick Carpenter, BDD Facilities Manager, rrcarpenter@santafenm.gov, 955-4507)
- i. Request for approval of a Budget Amendment Resolution to move \$160,000 to the electricity category to cover projected shortfall. (Rick Carpenter, BDD Facilities Manager, rrcarpenter@santafenm.gov, 955-4207)

9. ACTION ITEMS: DISCUSSION AND ACTION

10. MATTERS FROM THE BOARD

11. NEXT MEETING: Thursday, August 5, 2021 at 4:00 PM

12. ADJOURN

13. EXECUTIVE SESSION

- a. In accordance with the New Mexico Open Meetings Act NMSA 1978, §10-15-1(H)(7), discussion regarding pending litigation in which the BDDB is a participant, specifically: Buckman Direct Diversion Board v. CDM Smith, et al., First Judicial District Court Case No. D-101-CV-2018-01610.(Nancy R. Long, BDD Legal Counsel, nancy@longkomer.com, 982-8405)

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

MINUTES OF THE
THE CITY OF SANTA FE & SANTA FE COUNTY
BUCKMAN DIRECT DIVERSION BOARD MEETING

June 3, 2021

1. This meeting of the Santa Fe County & City Buckman Direct Diversion Board meeting was called to order by Commissioner Anna Hansen, Chair, at approximately 4:00 p.m.

In accordance with the Public Health Emergency Order issued by the State of New Mexico, and pursuant to the New Mexico Attorney General's Open Government Division Advisory during COVID-19, public entities are authorized to conduct virtual meetings. All votes were conducted by roll call.

[For clarity purposes, repetitive identification and confirmations of those on the line and their audibility have been eliminated and/or condensed in this transcript.]

2. Roll was called and the following members were present:

BDD Board Members Present:

Commissioner Anna Hansen, Chair
Councilor Carol Romero-Wirth
Commissioner Anna Hamilton
J.C. Helms, Citizen Member [Arrived after Consent Agenda]
Tom Egelhoff, Las Campanas [non-voting]

Member(s) Excused:

Councilor JoAnne Vigil Coppler

BDD Board Alternate Members Present:

Peter Ives, Citizen Alternate [Voted until Mr. Helms arrived]
James Lightfoot, Las Campanas Alternate

Others Present:

Rick Carpenter, BDD Facilities Manager
Nancy Long, BDD Legal Counsel
Kyle Harwood, BDD Legal Counsel
Bernardine Padilla, BDD Public Relations Coordinator
Randy Sugrue, BDD Operations Superintendent
Jamie-Rae Diaz, City Administrative Assistant
Greg Shaffer, County Attorney
Monique Maes, BDD Contract Administrator
Jesse Roach, City Water Division Director
Daniela Bowman, BDD Staff
James Bearzi, Glorieta Geoscience

3. APPROVAL OF AGENDA

CHAIR HANSEN: I'll go to Rick Carpenter first.

RICK CARPENTER (BDD Facilities Manager): Yes, Madam Chair, thank you. I would like to request that a couple of items be pulled off of the consent agenda. There are some details that still need to be worked out on each of these items. Those items would be: 8.b., Request for approval of Amendment No. 3 to the Professional Services Agreement for ALS and we'll bring that back on July 1st at the next Board meeting. The other one would be item 8.f., Request for approval of Amendment No. 4 to Long Komer & Associates, and that too will be worked out in the interim and brought back July 1st.

CHAIR HANSEN: Okay, are there any other changes, Rick?

MR. CARPENTER: No, Madam Chair, there are none.

CHAIR HANSEN: Okay, is there any changes from the Board?

COUNCILOR ROMERO-WIRTH: Move to approve as amended.

MR. IVES: Second.

The motion passed by unanimous [4-0] roll call vote.

4. APPROVAL OF MINUTES: May 6, 2021

There were no changes and Commissioner Hamilton moved to approve. Councilor Romero-Wirth seconded and the motion passed by unanimous [4-0] roll call vote.

5. MATTERS FROM THE PUBLIC

CHAIR HANSEN: Is there anyone from the public who would like to address the Board?

JAMIE-RAE DIAZ: Madam Chair, I did not receive any from matter the public today.

CHAIR HANSEN: Okay, everybody who is attending this meeting is present and that we are not on YouTube? That everybody who is at this meeting is present here? I got a request last time that members from the public were not listed in the minutes and so I am trying to figure out if they were missed by Karen because they were listening some other way.

KAREN FARRELL (BDD Board stenographer): Madam Chair, all of the names appearing on the screen on the list of participants were transcribed and included within the minutes.

CHAIR HANSEN: That's what I thought. Okay. Hearing no matters from the public, I will move on.

6. APPROVAL OF CONSENT AGENDA

CHAIR HANSEN: This includes items a, c, d, e and g.

COUNCILOR ROMERO-WIRTH: I move for approval of the consent agenda.

CHAIR HANSEN: Thank you, Councilor Romero-Wirth

COMMISSIONER HAMILTON: Second.

MR. IVES: Second.

CHAIR HANSEN: Okay, and multiple seconds.

The motion passed by unanimous [4-0] roll call vote.

CONSENT ITEMS

- a. **Request for Approval for Amendment No. 3 to the Legal Services Agreement 19-0246 in the amount of \$15,000.00 exclusive of NMGRT for FY2021 for legal services with Long Komer & Associates, P.A.**
- b. TABLED
- c. **Request for Approval of Amendment No. 3 to the Service Agreement 18-0633 for security services to the contract with Chavez Security, Inc., in the amount of \$179,000 plus applicable tax for FY2022**
- d. **Request for Approval of Amendment No. 3 to Service Agreement 19-0056 for on-call HVAC repair services with B&D Industries, in the amount of \$55,000 plus applicable tax for FY2022**
- e. **Request for Approval of Amendment No. 3 to Professional Services Agreement 19-0302 with Glorieta Geoscience, Inc. for technical support to increase compensation by \$55,000 plus applicable tax for FY2022**
- f. TABLED
- g. **Request for Approval of Amendment No. 4 to the Legal Services Agreement 18-0424 for legal services with Snell & Wilmer, LLP, in the amount of \$1,820.000 plus applicable tax for FY 2022**

J.C. Helms joins the meeting at this point.

7. PRESENTATION/INFORMATIONAL ITEMS

- a. **Monthly Update on BDD Operations**

CHAIR HANSEN: Randy Sugrue.

RANDY SUGRUE (Operations Superintendent): Thank you, Madam Chair and members of the Board.

BDD operations for the month of May consisted of raw water diversions averaged 9.44 million gallons per day. Drinking water deliveries at our Booster Stations 4A/5A averaged 8.42 million gallons per day. Our raw water delivery to Las Campanas averaged about .59 million gallons per day. And our onsite treated and non-treated water storage was about .43 million gallons per day. We are providing about 77 percent of the water supply to the City and County for the month of May. We have a regional demand drought summary on the second page. Our graph depicts our year-to-date comparisons to our average. Again, for the month of May we are somewhat above our average for the year. On page 2, daily metered regional demand is approximately 11 million gallons per

day for May. The Rio Grande flows have been brisk, to say the least, at around 1,750 cubic feet per second. You can see our storage graph listed our ENSO summary up-to-date as of May 24th lists neutral conditions at this time. So that's my report. I stand for questions.

CHAIR HANSEN: Are there any questions from the Board?
Commissioner Hamilton.

COMMISSIONER HAMILTON: I think it would be useful if you could say something – thank you for the report, it's great – but, could you say a little bit about what we provided in May was a little bit above average.

MR. SUGRUE: BDD production is above average. Overall use in the City and County is pretty close to average. We did have some precipitation in May and, again, the river conditions for the most part up until a couple of days ago, the river was quite clear. We had some turbidity from rainfall but that now has again cleared. So water use and water conservation in the City-County is about average.

COMMISSIONER HAMILTON: Commissioner Hamilton.

COMMISSIONER HAMILTON: Yeah, but May is higher – all of the months have actually been higher year-to-date comparison.

MR. SUGRUE: Oh, I see what you mean, as far as our BDD production –

COMMISSIONER HAMILTON: Yes, BDD production. Sorry if I said that wrong.

MR. SUGRUE: No, I just misunderstood. We have been maximizing, as always, our surface water production in Santa Fe. Canyon Road water treatment facility has reduced their production as they're getting ready for this summer and fall for some maintenance activity. So we've been maximizing BDD production and, again, as always for the past several years allowing our wells for the most part to rest. So BDD production again because of good water quality in the river even with some of our mechanical issues BDD has been able to produce above and beyond what we have done in the past on average.

COMMISSIONER HAMILTON: Great, thank you.

MR. SUGRUE: You're welcome.

CHAIR HANSEN: Any other questions from the Board? Seeing none, I will move on to 7.b.

7. b. Report from the Facilities Manager

MR. CARPENTER: Thank you, Madam Chair. I only have a few items, quickly, an update on some of the positions that we are seeking to fill. The mission critical position of financial manager, we have had some struggles but I think we are just about there. We've had some discussions, as recently as yesterday, with HR to get that done. We are awaiting a revised letter offer to one of the candidates and hopefully with that, that will be the last step and we'll get that person into that position and on her way to being trained. Mackie Romero has agreed to help us as best she can to get that person up to speed and flatten out that learning curve. So it's a little bit longer than I had hoped but I think we're finally getting there.

With that then, I would turn my attention to the automation and security position that too is mission critical. We'll be working very diligently to work with management and HR

to get that pushed through as fast as we can and hopefully get a really qualified candidate this time around to fill that position.

Lastly, Madam Chair, some good news. Our maintenance crew has done phenomenal work. Over the last several weeks, even through we've had some challenges, some mechanical issues, but we have been able to get a new, not new, but repaired pump at the raw water lift station and 1A booster station and booster station 2A. So we'll have three functional pumps now at all three of those booster stations and it's been a long time since we've been able to say that. So I just want to give some credit to our maintenance crew for getting that job done as we roar up into the high demand season. With that, Madam Chair, I would stand for questions.

CHAIR HANSEN: Are there any questions of the Board? Thank you, Rick. I'm looking forward to us having a new financial manager and I hope that will happen very soon and that the letter will go out.

c. Report on returning to in-person public meetings of the Buckman Direct Board Meetings

MR. CARPENTER: Yes, Madam Chair, I was hoping by the time of the date of this meeting, that I would have more to report. I don't have a whole lot, I'm sorry to say. There's just not a lot of information on how we're going to roll out the re-entry process. I can say though that the City Council has their next Council meeting that I think is June 6th, which will be in-person. How that translates to the BDD Board and where the Board will be, I don't know. I think that's maybe for others to decide. But staff will be ready to support whatever that in-person meeting process may be.

CHAIR HANSEN: So the County Commission, we had our first meeting in-person on May 25th and is it up to the City – I see that Councilor Romero-Wirth has her hand raised and I'm going to go to her.

COUNCILOR ROMERO-WIRTH: Thank you, Madam Chair. I just wanted to say that the City Council's first meeting is June 9th, next Wednesday and will be in person and I think the idea is to see how that goes. We have new technology in the chambers and I think there are a limited number of people who understand how that technology works. I think the idea is to get the City Council up and work out the kinks through the City Council meetings and then add other meetings.

But I also think that it was discussed at our City Council meeting that the BDD's decisions about when to come back is really ours so whenever this group is ready we'll have to get folks trained about how to use the new technology.

CHAIR HANSEN: Thank you, Councilor Romero-Wirth. Yes, Commissioner Hamilton.

COMMISSIONER HAMILTON: I just wanted to mention that at our meeting there was selected staff and obviously all of the County Commissioners, it was a mixed meeting. So we still managed essentially the audience size so it didn't exceed what I think are technically recommendations or requirements at the state level for limiting and social distance total meeting size. So I guess once you guys get things worked out technologically and if they make some changes we'll know if we can have a mixed meeting and if we still have to limit audience size for participants and do some Webex and some live or whatever – Zoom or however we do it.

COUNCILOR ROMERO-WIRTH: Madam Chair.

CHAIR HANSEN: Yes, Councilor Romero-Wirth.

COUNCILOR ROMERO-WIRTH: It's also my understanding that our meeting next week will not be open to the public. The public will join via Zoom and we will be on YouTube via Zoom. And we also know that there will only be the nine councilors plus the three staff – the City Attorney, the City Clerk and City Manager and that all of those people are vaccinated. So that's another thing that we should probably know for BDD is are the people who will be attending vaccinated. If there's any vaccination hesitancy in the group that needs to be there then we probably need some protocols and that's I think something that this group has to work out – that's not a City thing.

CHAIR HANSEN: Commissioner Hamilton.

COMMISSIONER HAMILTON: I agree. I think it was very similar and I agree completely, for us to work out and yes, those things have to be considered.

CHAIR HANSEN: I would like to know about how the Board feels about possibly trying to having our July 1st meeting back in City Council Chambers. If it is up to us, then I think that this is under presentational items and I don't know if we can make a motion or not, I don't know if we made a motion to go and start having meetings virtually either. So, Ms. Long?

NANCY LONG (BDD Board Counsel): Yes, Madam Chair. I think you're looking for some direction and thoughts from the Board on what they would like to do in terms of returning to an in-person meeting and that will be, I assume, subject to Mr. Carpenter and other staff being able to work through and get back into Council Chambers and getting the technology figured out so you can effectively use that. So we'll have to work that out in addition to the protocols about vaccination and so on.

But that gives us a month to try and figure that out if the Board wants us to move in that direction without a motion – just to get input.

CHAIR HANSEN: I would like us to move in the direction of meeting back in-person. Other Board members? Commissioner Hamilton.

COMMISSIONER HAMILTON: I feel like there are a lot of advantages to meeting in-person but it ought to be consistent with first of all having appropriate protocols in terms of people being vaccinated. We listed our vaccinations with the County HR and I have no problem giving that out. I think everybody – I think we need to have protocols and if the City Council finds that their technology is working well to have a mixed meeting and for any reason requirements for protocols require that we still keep the public being virtual to be consistent with state requirements and that we're able to do that – then, we're able to do that. It would be nice whenever we can meet in person. I personally have no problems if we have to wait until August. If it happens the first week in July, lovely, you know, but I think we ought to do it correctly and part of that was that it took awhile – at the County you still have to be willing to prove vaccination before you can be unmasked and I think some similar protocols are appropriate so that if there's any problem with that we would have to be in-person but masked. So either way.

CHAIR HANSEN: Thank you. Councilor Romero-Wirth.

COUNCILOR ROMERO-WIRTH: I tend to agree. I think it might be easier to come back and have the first couple of meetings with the public remaining virtual just because of the vaccination issue and that will limit the number of people in the chamber and also limit the number of people whose vaccination status we have to be aware of.

CHAIR HANSEN: On the vaccination status issue, I don't know how the City is doing it but since we're going into a City facility, we at the County have submitted our vaccination records to our HR director. Since we are meeting in a City facility maybe Rick you can find out how they would like the Board members to prove their vaccination or can that go through you. I just took a picture of my vaccination card and sent it to our HR director.

MR. CARPENTER: Madam Chair, I'd be happy to heard that up. I don't know that at the end of the day if it's going to go through me entirely. But I'll be happy to go ahead and spearhead that and get back to the Board by email on what the protocol would be according to City policy.

CHAIR HANSEN: Okay, thank you. Are there any other comments from the Board on this issue of returning to in-person public meetings?

MR. HELMS: Yes.

CHAIR HANSEN: Mr. Helms.

MR. HELMS: I favor returning to regular meetings, face-to-face meetings.

CHAIR HANSEN: Thank you, J.C., I appreciate that.

9. MATTERS FROM THE BOARD

CHAIR HANSEN: Are there any other matters of the Board that we have not covered?

MS. LONG: Madam Chair, may I just make a statement for our minutes before we proceed regarding our last month's executive session?

CHAIR HANSEN: Yes, please.

MS. LONG: I would like to state for the record and these minutes, that the only matters discussed in the executive session of the May 6, 2021 meeting were the matters contained in the motion for closure and no action was taken.

CHAIR HANSEN: Thank you. We will include that. I believe we have executive session after this.

10. NEXT MEETING: Thursday, July 1, 2021 at 4:00 p.m.

12. ADJOURN

13. EXECUTIVE SESSION

In accordance with the New Mexico Open Meetings Act NMSA 1978, §10-15-1(H)(7), discussion regarding litigation in which the BDDDB is a participant, specifically: *Buckman Direct Diversion Board v CDM Smith, et al.*, First Judicial

CHAIR HANSEN: Ms. Long, can you help make a motion for us to go into executive session and can we adjourn also seeing that we have no other business after executive session.

MS. LONG: Yes, Madam Chair, we can adjourn the meeting now. So the motion would be to adjourn and go into executive session in accordance with the New Mexico Open Meetings Act Section 10-15-1 (H)(7) for discussion regarding pending

litigation in which the BDDDB is a participant, specifically, *Buckman Direct Diversion Board v CDM Smith* with the case style as contained on your agenda.

If someone would make that motion and then a second and a roll call.

COUNCILOR ROMERO-WIRTH: So moved.

MR. HELMS: Second.

The motion to adjourn and go into executive session passed by unanimous [4-0] roll call vote as follows:

Commissioner Hamilton	Aye
Commissioner Hansen	Aye
Councilor Romero-Wirth	Aye
Mr. J.C. Helms	Aye
Councilor Vigil Coppler	Excused

[The Board adjourned and met in executive session at 4:30 p.m.]

ADJOURNMENT

Chair Hansen declared this meeting adjourned at approximately 4:30 p.m.

Approved by:

Anna Hansen, Board Chair

Respectfully submitted:

Karen Farrell, Wordswork

ATTEST TO

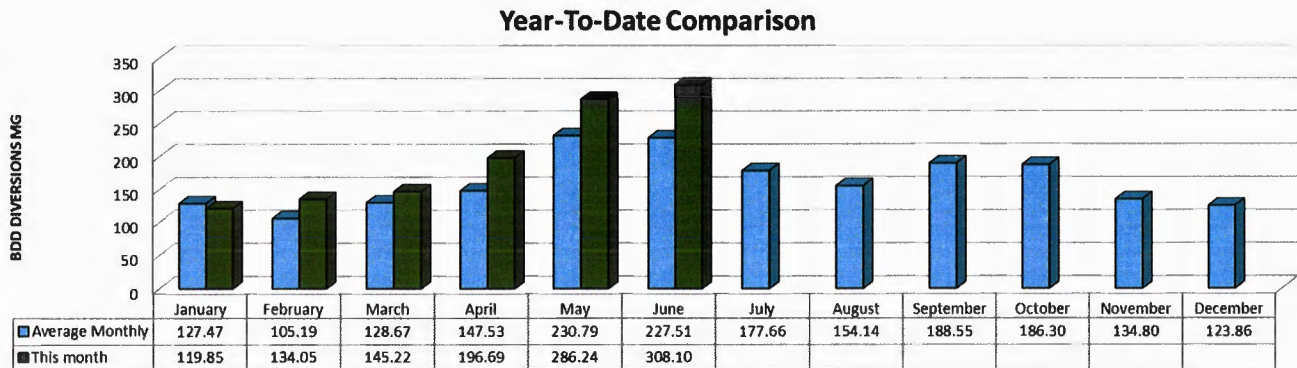
KRISTINE BUSTOS-MIHELICIC
SANTA FE CITY CLERK



Date: July 1, 2021
To: Buckman Direct Diversion Board
From: Randy Sugrue, BDD Operations Superintendent
Subject: Update on BDD Operations for the Month of June 2021

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of June 2021. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
 - a. Raw water diversions: 10.27 MGD.
 - b. Drinking water deliveries through Booster Station 4A/5A: 8.52 MGD.
 - c. Raw water delivery to Las Campanas at BS2A: 0.76 MGD.
 - d. Onsite treated and non-treated water storage: 0.99 MGD Average.
2. The BDD is providing approximately 63% percent of the water supply to the City and County for the month.
3. The BDD year-to-date diversions are depicted below:



	APRIL	MAY	JUNE	JULY
2020	120MG	208MG	206MG	248MG
2021	197MG	286MG	308MG	?

4. Regional Demand/Drought Summary and Storage-see page 2.

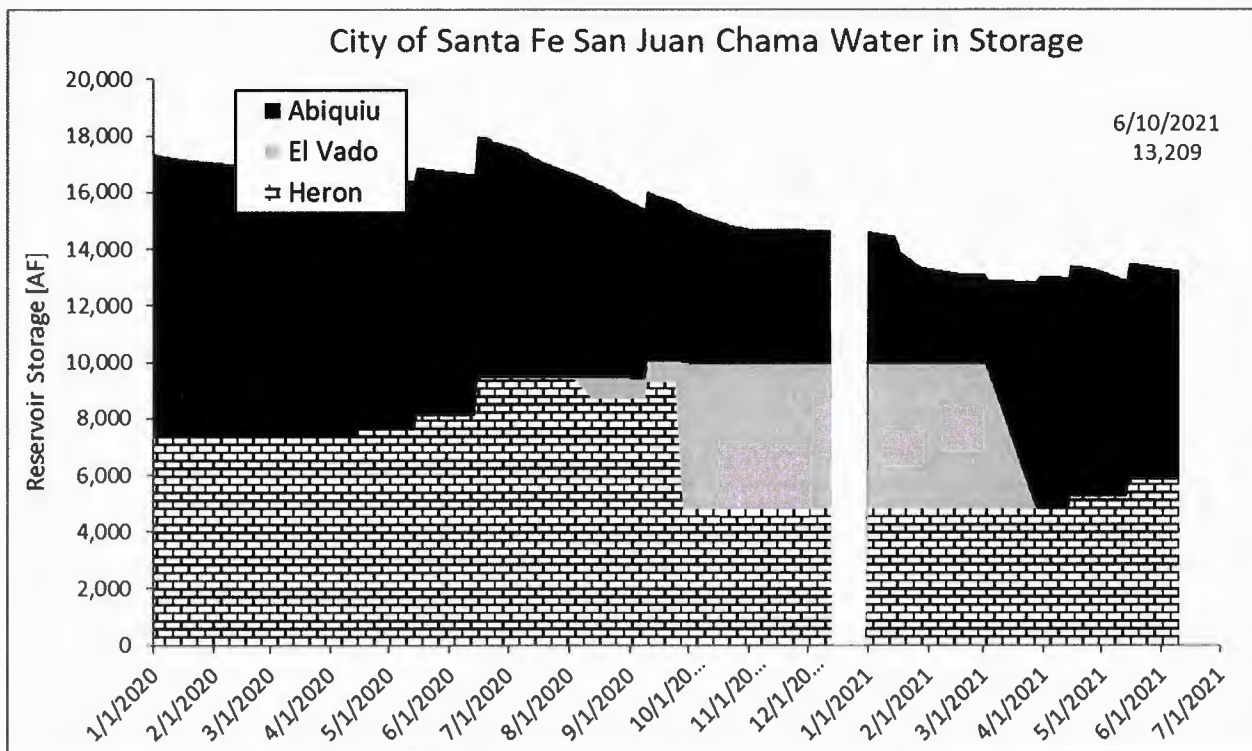


Regional Water Overview

Daily metered regional water demand for the month of June 2021 is approximately 14.5 MGD.

Rio Grande flows for June 2021 averaged approximately 750 CFS (cubic feet per second.)

City/County/LC Storage- as updated by partners.



ENSO Summary

June 14, 2021

ENSO-neutral conditions are present.*Equatorial sea surface temperatures (SSTs) are near average across most of the Pacific Ocean. ENSO-neutral is favored through the Northern Hemisphere summer (78% chance for the June-August season) and fall (50% chance for the September-November season).*



Buckman Direct Diversion Monthly SJC and Native Diversions

Jun-21		In Acre-Feet					
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	371.899	35.469	0.000	336.429	336.429	0.000	3.456
FEB	414.249	197.198	0.000	217.051	217.051	0.000	2.229
MAR	446.227	446.227	0.000	0.000	0.000	0.000	0.000
APR	605.636	487.703	0.000	117.933	117.933	0.000	1.195
MAY	883.588	498.922	0.000	384.666	384.666	0.000	2.477
JUN	945.870	369.178	0.000	576.692	576.692	0.000	3.555
JUL	0.000	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	3,667.469	2,034.697	0.000	1,632.773	1,632.773	0.000	12.911

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	11.554	0.000	108.306	108.306	0.000	119.860
FEB	64.234	0.000	69.875	69.875	0.000	134.109
MAR	145.351	0.000	0.000	0.000	0.000	145.351
APR	158.861	0.000	37.971	37.971	0.000	196.832
MAY	162.515	0.000	123.871	123.871	0.000	286.387
JUN	120.253	0.000	185.788	185.788	0.000	306.041
JUL	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	662.768	0.000	525.811	525.811	0.000	1,188.579



Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-20

In Acre-Feet

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	438.797	134.433	0.000	304.364	298.249	6.115	2.759
FEB	396.508	218.194	0.000	178.314	178.314	0.000	1.679
MAR	357.764	185.598	0.000	172.165	172.165	0.000	1.621
APR	372.408	187.945	0.000	184.463	122.188	62.275	1.737
MAY	641.374	529.897	0.000	111.477	111.477	0.000	0.889
JUN	637.220	509.818	0.000	127.402	1.618	125.784	1.017
JUL	784.520	0.000	0.000	784.520	784.520	0.000	3.663
AUG	886.856	12.503	0.000	874.354	839.919	34.435	4.214
SEP	762.357	0.000	0.000	762.357	682.674	79.683	3.556
OCT	593.109	0.000	0.000	593.109	539.638	53.472	5.845
NOV	390.743	353.481	0.000	37.261	37.261	0.000	0.345
DEC	392.394	355.317	0.000	37.077	37.077	0.000	0.377
TOTAL	6,654.050	2,487.186	0.000	4,166.864	3,805.100	361.764	27.701

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	43.789	0.000	98.103	96.304	1.975	141.892
FEB	71.073	0.000	57.454	57.454	0.000	128.527
MAR	60.456	0.000	55.473	55.473	0.000	115.928
APR	61.220	0.000	59.435	39.440	20.101	120.655
MAY	172.605	0.000	35.812	35.812	0.000	208.417
JUN	166.065	0.000	40.927	0.520	40.407	206.992
JUL	0.000	0.000	252.754	252.754	0.000	252.754
AUG	4.073	0.000	281.681	271.072	11.113	285.754
SEP	0.000	0.000	245.686	219.960	25.726	245.686
OCT	0.000	0.000	191.019	174.109	17.252	191.019
NOV	115.140	0.000	12.008	12.008	0.000	127.148
DEC	115.738	0.000	11.937	11.937	0.000	127.676
TOTAL	810.158	0.000	1,342.289	1,226.843	116.574	2,152.447



Dec-19

In Acre-Feet

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	327.677	56.671	0.000	271.007	271.007	0.000	2.483
FEB	278.357	71.266	0.000	207.090	207.090	0.000	1.908
MAR	134.335	88.610	0.000	45.725	45.725	0.000	3.498
APR	126.924	114.750	0.000	12.175	12.175	0.000	0.110
MAY	550.285	550.285	0.000	0.000	0.000	0.000	0.000
JUN	546.222	546.222	0.000	0.000	0.000	0.000	0.000
JUL	649.014	23.285	0.000	625.729	519.383	106.345	2.907
AUG	422.340	17.075	0.000	405.265	318.606	86.659	1.912
SEP	518.606	169.956	0.000	348.650	261.901	86.749	1.564
OCT	531.254	15.373	0.000	515.881	477.452	38.429	4.676
NOV	325.023	42.180	0.000	282.843	280.865	1.978	2.936
DEC	334.880	48.808	0.000	286.071	286.071	0.000	2.893
TOTAL	4,744.916	1,744.482	0.000	3,000.434	2,680.275	320.160	24.886

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	18.460	0.000	87.342	87.342	0.000	105.802
FEB	23.214	0.000	66.739	66.739	0.000	89.953
MAR	28.863	0.000	13.735	13.735	0.000	42.598
APR	37.378	0.000	3.924	3.924	0.000	41.302
MAY	179.246	0.000	0.000	0.000	0.000	179.246
JUN	177.923	0.000	0.000	0.000	0.000	177.923
JUL	7.585	0.000	201.598	167.635	34.262	209.183
AUG	5.562	0.000	130.586	102.846	27.974	136.148
SEP	55.360	0.000	112.401	84.384	28.017	167.762
OCT	5.008	0.000	166.279	154.168	12.409	171.287
NOV	13.739	0.000	91.045	90.407	0.638	104.785
DEC	15.899	0.000	92.109	92.109	0.000	108.008
TOTAL	568.235	0.000	965.760	863.292	103.299	1,533.995



Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-18

In Acre-Feet

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	383.578	77.954	0.000	305.624	305.624	0.000	2.708
FEB	343.467	75.227	0.000	268.240	268.240	0.000	2.415
MAR	363.780	267.512	0.000	96.268	96.268	0.000	4.036
APR	662.407	569.253	0.000	93.154	93.154	0.000	3.898
MAY	941.240	209.538	0.000	731.702	615.366	116.336	8.171
JUN	912.903	30.894	0.000	882.009	740.070	141.939	8.707
JUL	905.897	0.000	0.000	905.897	816.188	89.709	4.255
AUG	678.383	1.466	0.000	676.917	676.917	0.000	6.087
SEP	694.411	0.000	0.000	694.411	694.411	0.000	6.404
OCT	608.789	0.000	0.000	608.789	599.228	9.560	5.805
NOV	404.616	82.390	0.000	322.226	316.641	5.585	3.196
DEC	369.186	2.966	0.000	366.220	366.220	0.000	3.392
TOTAL	7,268.656	1,317.200	0.000	5,951.456	5,588.327	363.129	59.073

In Acre-Feet

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	77.954	0.000	302.916	302.916	0.000	380.870
FEB	75.227	0.000	265.825	265.825	0.000	341.052
MAR	267.512	0.000	92.231	92.231	0.000	359.744
APR	569.253	0.000	89.256	89.256	0.000	658.509
MAY	209.538	0.000	723.531	608.494	115.037	933.069
JUN	30.894	0.000	873.302	732.764	140.538	904.196
JUL	0.000	0.000	900.737	811.539	89.198	900.737
AUG	1.466	0.000	670.830	670.830	0.000	672.295
SEP	0.000	0.000	688.007	688.007	0.000	688.007
OCT	0.000	0.000	602.984	593.515	9.469	602.984
NOV	82.390	0.000	319.030	313.500	5.530	401.420
DEC	2.966	0.000	362.829	362.829	0.000	365.794
TOTAL	1,317.200	0.000	5,891.477	5,531.706	359.772	7,208.677

Memorandum



Buckman Direct Diversion

Date: July 1, 2021
To: The Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Via: Monique Maes, BDD Contracts Administrator
Subject: RFB Award for Water Treatment Chemicals

ITEM

Request approval to award ITB '21/39/B "BDD Water Treatment Plant Chemicals" to various vendors for fiscal year 2022/2023 for an estimated amount of \$426,281.00.

Background

The BDD uses various chemicals to treat surface water in compliance with State and Federal Drinking Water Standards. Quantities purchased are based on anticipated flows and estimated dosages as determined by operations.

On May 7th, 2021 staff issued an invitation to bid on several water treatment plant chemicals. On June 10th we received various bids from vendors which have been awarded as listed below. The estimated price listing for all chemicals is \$426,281.00.

Item #	Vendor Name	Description	Price Per LB	Price Bid	Estimated QTY	Total Cost
1	Kemira Water Solutions, Inc.	Ferric Chloride	Price per LB	0.19	800000.00	\$152,000.00
2	DPC, Inc.	Sodium Hydroxide	Price per LB 25%	0.1865	125000.00	\$23,312.50
2	DPC, Inc.	Sodium Hydroxide	Price LB 50%	0.27	125000.00	\$33,750.00
3	Polydyne Inc.	Polymer	Price per LB	1.12	25000.00	\$28,000.00
4	Sterling Water Technologies	Zinc Orthophosphate	Price per LB	0.5743	45000.00	\$25,843.50
5	N/B	Calcium Thiosulfate	Price per LB	N/B	20000.00	
6	DPC, Inc.	Sulfuric Acid	Price per LB	0.3	15000.00	\$4,500.00
7	Matheson Tri-Gas	Liquid Oxygen	Price per CU.FT	0.0085	10000000.00	\$85,000.00
8	DuBois Chemicals, Inc.	Hydrofluorosilicic Acid	Price per LB	0.295	25000.00	\$7,375.00
9	DPC, Inc.	Sodium Hypochlorite	Price per Gallon	1.33	50000.00	\$66,500.00
				Total		\$426,281.00



Recommendation

BDD Staff recommends approval of award to multiple vendors as listed above for the procurement of water treatment plant chemicals. Funding is available in our approved FY2022 operating budget.

BU/LI Chemicals 800.119999

Approved By BDDB June 1, 2021

Commissioner Anna C. Hansen, BDDB Chair



**City of Santa Fe
Central Purchasing Office**

Price Agreement

Awarded Vendor(s):
6 Awarded Vendors
See Page 6 for List of Awarded Vendors

Price Agreement Number: _____

Payment Terms: Net 30

Ship To:
All City of Santa Fe Departments and Political
Subdivisions allowed by Law

F.O.B.: Destination

Invoice To:
City of Santa Fe
Accounts Payable
PO Box 909
Santa Fe, NM 87504-0909

Term: July 1, 2021 to June 30, 2025

Delivery: As requested by Department

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Vendor agrees to all terms and conditions within and attached and agrees that if there is a conflict with Contractor’s terms, the City of Santa Fe’s terms and conditions shall govern. In cases of discrepancy between the purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with a separate contract or a purchase order release or both.
- Do not fill orders without a purchase order release.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

TERMS AND CONDITIONS

(Unless otherwise specified)

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

Assignment:

- a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the Chief Procurement Officer or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
- b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this agreement are hereby assigned to the City.

City Furnished Property: City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

Inspection of Plant: The Chief Procurement Officer or his/her designee may inspect, at any reasonable time, the part of Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

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

Taxes: The unit price shall exclude all state taxes.

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

City of Santa Fe Central Purchasing Office

rights of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Chief Procurement Officer or his/her designee.

Nondiscrimination: Vendor doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

Items: All bid items are to be NEW and of most current production, unless otherwise specified.

Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the Requesting Department in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

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

Contractor Personnel: Personnel proposed in Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of Contractor's personnel at any time.

Subcontracting: Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Requesting Department. No such subcontracting shall relieve Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the City.

Records and Audit: Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

ARTICLES

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the City's Chief Procurement Officer, his/her designee or the Requesting Department that any order for any definite quantity will be issued under this Price Agreement. Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this agreement shall be for four (4) years from date of award. This agreement shall not exceed four (4) years.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with Contractor during the term. Contractor shall ship in accordance with the following instructions:

- a. Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Vendor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
- b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
- c. Invoices must be submitted to the City's **Accounts Payable** and NOT the Central Purchasing Office. If vendor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

Article V – Termination

The City may terminate this Agreement for convenience or cause. Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement. Contractor shall give the City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within

the thirty (30) day notice period, notify Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the City’s Chief procurement Officer or his/her designee and Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the City’s Chief procurement Officer or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the City, 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 act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker’s Compensation.

Article VIII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the item(s) price schedule hereto attached are firm.

Article XI – Quantities:

Quantities are estimated for bidding purposes only. Actual quantities may be significantly less of slightly more, depending on the needs of the BDD/City of Santa Fe.

AWARDED VENDORS

<u>VENDOR</u>
DPC, Inc. 3501 2nd. Street SW Albuquerque, NM 87105 Email: amoss@dXgroup.com (505) 877-388
DuBois Chemicals, Inc. Municipal Bids & Contracts 1717 E Fargo Ave. Nampa, ID 83687 Email: laura.lanthier@duboischchemicals.com (208) 932-6615
Kemira Water Solutions, Inc. 4321 W. 6 th Street Lawrence, KS. 66049 Email: kwsha.bids@kemira.com (785) 842-7424
Matheson Tri-Gas, Inc. 8200 Washington St NE Albuquerque, NM 87113 Email: algonzalez@mathesongas.com (972) 816-7290
Polydyne Inc. One Chemical Plant Rd. Riceboro, GA 31323 Email: bids@polydyneinc.co (912) 880-2035
Sterling Water Technologies, LLC P. O. Box 602 Columbia, TN 38402-0602 Email: sales@sterlingwatertech.com (931) 540-1334

SPECIFICATIONS

Establish an Agreement for the City on Behalf of the Buckman Direct Diversion Board for the delivery of Water Treatment Chemicals.

The chemicals covered by this bid request include one or more of the following water treatment chemicals:

- Ferric Chloride
- Sodium Hydroxide
- Zinc Orthophosphate
- Sulfuric Acid
- Liquid Oxygen
- Sodium Hypochlorite
- Hydrofluorosilicic Acid
- Calcium Thiosulfate
- Polymer

Item 1: Ferric Chloride

Liquid Ferric Chloride (FeCl_3) is an orange-brown, acidic, corrosive aqueous solution. The specific gravity of the solution shall be in the range of 1.3 to 1.5. The specific gravity will vary with the FeCl_3 concentration. Concentration may be varied with the season and point of destination to prevent crystallization during cold weather. Ferric Chloride solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers.

Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight scale device. Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

LIQUID FERRIC CHLORIDE QUALITY

Total FeCl_3 % by weight 28% to 47%

Total iron as Fe 9.6% to 16.2%

Not more than 2.5% of the total iron shall be in the ferrous state.

The free acid, expressed as HCL, shall not exceed 1.0%.

The solution shall not contain more than 0.2% total insoluble matter by weight. BDD may require a sample from each load to check appearance and test specific gravity.

City of Santa Fe Central Purchasing Office

Supplier shall furnish a table showing the percentage of ferric chloride for different specific-gravity readings. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample.

Product must meet ANSI/AWWA Standard Specification B407-05 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 800,000 lbs.

Item 2: Sodium Hydroxide

Liquid Sodium Hydroxide supplied shall contain approximately 50 percent or 25 percent sodium hydroxide (NaOH). The 50% sodium hydroxide solution begins to crystallize at approximately 540 F and the 25% solution begins to crystallize at approximately 80 F. **Concentration shall be varied with the season and point of destination, as per the recipient request, to prevent crystallization during cold weather.**

Sodium Hydroxide solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

BDD may require a sample from each load to check appearance and test specific gravity. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample.

LIQUID SODIUM HYDROXIDE QUALITY

Liquid Sodium Hydroxide supplied shall contain approximately 50 percent & 25 percent sodium hydroxide (NaOH) as specified above for seasonal delivery.

Product must meet ANSI/AWWA Standard B501-08 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 600,000 lbs.

Item 3: Polymer

Polydyne Inc. Clarifloc A-210P Polymer OR Equal

POLYMER solution is to be ordered in 275 Gallon tote quantities. Deliveries will be made to BDD Water Treatment Facility dock area.

Delivery off-loading process will be by fork truck. **Empty used tote containers will have to be removed by Bidder and disposed of.**

City of Santa Fe Central Purchasing Office

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

OTHER POLYMER

Bidders may submit bids based on one or more alternate polymer products provided that the bidder demonstrate the performance of each alternate polymer product(s) at the BDD Water Treatment plant at no additional cost or obligation to the BDD. The full-scale demonstration of the polymer product(s) will be at no cost to the BDD and will use the BDDs polymer feed and dewatering equipment. The performance criterion for this demonstration is as follows:

A. The polymer shall be tested in the dewatering of Ferric Chloride flocculated water treatment plant sludge. The conditions and performance requirements shall be as follows:

1. Minimum solids feed rate: 120 gpm at 5.0 percent solids.
2. Maximum hydraulic loading rate: 350 gpm at 2.0 percent solids.
3. Maximum solids loading rate: 3,300 dry pounds per hour.
4. Minimum cake solids: 20 percent.
5. Minimum solids capture: 95 percent of the sludge feed total solids.
6. Maximum polymer dosage as active polymer: 12 pounds per dry ton of solids.
7. Minimum demonstration test run time at steady state: 2 hours continuous.

B. Percent Solids Capture = $(C/F) \times [(F-E)/(C-E)] \times 100$ Where C = Dewatered sludge total solids in mg/kg

F* = Feed TS in mg/kg, excluding any dilution flow from polymer solution flow; E = Centrate total suspended solids (TSS) in mg/kg, excluding any dilution from polymer solution flow.

14 * Feed refers to sludge feed excluding active polymer and polymer dilution water flow rates. A polymer may be selected from those demonstrated to be the most cost effective at meeting the above criteria. If selected, the polymer is to be ordered in 275 Gallon tote quantities. Deliveries to be made to BDD Water Treatment Facility plant site. Delivery off-loading process will be by fork truck.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

POLYMER QUALITY

BDD may require a sample from each load to check appearance and test specific gravity. BDD will provide sample container if sample is required. If sample is required, the driver will be required to obtain a representative sample.

Product must be certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 25,000 lbs.

Item 4: Zinc Orthophosphate (ZOP)

Aqueous ZOP solutions are clear and have a slight acid odor.

ZOP solutions are miscible with water in all proportions.

The specific gravity of the solutions will vary depending on the ratio of Zn to PO₄³⁻ and can range from 1.20 to 1.70 at 720 F Zinc Orthophosphate solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

ZINC ORTHOPHOSATE QUALITY

BDD may require a sample from each load to check appearance and test specific gravity. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample.

Product must meet ANSI/AWWA Standard Specification B506-06 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 30,000 lbs.

Item 5: Calcium Thiosulfate Captor® Calcium Thiosulfate or Equal

Calcium thiosulfate solution is a non-hazardous liquid with a typical pH of 6.5 - 8.0. The liquid solution is water-white to pale yellow in color and may have a slight odor of fresh concrete. The solution of Captor is considered stable in normal transportation. Solutions range from 20 to 30% strength by weight and weigh 10.0 to 11.0 pounds per U.S. gallon (1.198 to 1.318 gm/cc).

Calcium Thiosulfate solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

City of Santa Fe Central Purchasing Office

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

CAPTOR Calcium Thiosulfate QUALITY

BDD may require a sample from each load to check appearance and test specific gravity.

BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample.

Product must be certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 20,000 lbs.

Item 6: Sulfuric Acid

Sulfuric Acid H₂SO₄ - Sulfuric Acid solution is to be ordered in 250 gallon tote quantities. Deliveries will be made to BDD Water Treatment Facility dock area. Delivery off-loading process will be by fork truck only. **Empty used tote containers will have to be removed by Bidder and disposed of.**

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device. Delivery shall be within one (1) week of ordering.

Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

SULFURIC ACID QUALITY

Total H₂SO₄% by weight 93%

BDD may require a sample from each load to check appearance and test specific gravity.

BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample. Product must be certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 15,000 lbs.

Item 7: Liquid Oxygen (LOX)

Liquid Oxygen (LOX) is a colorless, odorless, tasteless, diatomic gas. Oxygen has a density of 1.326 g/L at 700 F and 760 mm of mercury.

Liquid Oxygen is to be ordered in bulk truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the oxygen concentration, the water and hydrocarbon contents, shall accompany each shipment. Each shipment shall also be

accompanied by a weight certificate from a certified weight station device, or a liquid meter ticket. Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

LIQUID OXYGEN QUALITY

LOX shall have an oxygen content of at least 99.0 percent, by weight. The water content of the LOX shall not exceed a dew point of -800F at the time of delivery.

The total hydrocarbon content (as methane) of the LOX shall not exceed 40 ppm (v/v) at the time of delivery. Other impurities include nitrogen, argon, and other inert gases. The sum of these impurities shall not be sufficient to prevent achieving the minimum oxygen content specified above.

Product must meet ANSI/AWWA Standard Specification B304-08 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 10,000,000 cubic feet.

Item 8: Hydrofluorosilicic Acid

Hydrofluorosilicic Acid supplied shall be clean and free of visible suspended matter and shall be white to straw yellow in color.

Hydrofluorosilicic Acid solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

HYDROFLUOROSILICIC ACID QUALITY

Total Hydrofluorosilicic acid % by weight 20% to 30%

Maximum free acid, expressed as HF, shall not exceed 1.0%.

BDD may require a sample from each load to check appearance. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample. Product must meet ANSI/AWWA Standard Specification B703a-08 Addendum to B703-06 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 16,000 lbs.

Item 9: Sodium Hypochlorite

Sodium Hypochlorite is a clear, pale yellow or greenish liquid with a chlorine odor. Sodium Hypochlorite solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

City of Santa Fe Central Purchasing Office

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device. All invoices shall be priced in gallons.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

SODIUM HYPOCHLORITE QUALITY

Total sodium hypochlorite% 10% to 12.5%

The solution shall not contain more than 0.15% insoluble matter by weight.

BDD may require a sample from each load to check appearance. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample. Product must meet ANSI/AWWA Standard Specification B300-04 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 60000 gal.

METHOD OF AWARD

This Agreement is established as a source and convenience of the City of Santa Fe on behalf of BDDB. Multiple awards will be made in the best interest of the BDDB.

Delivery to:

Buckman Direct Diversion Board

341 Caja Del Rio

Santa Fe, NM 87506

General Conditions:

The Requesting Department reserves the right to purchase materials from any of the awarded Contractor's based on the needs of the Requesting Department. The Requesting Department will determine and use the Agreement item which best serves the Requesting Department's needs, based on cost, delivery time, schedule of work and quality of materials. All decisions by the Requesting Department will be final.

Escalation/Reduction Clause:

In the event of a product cost increase/decrease, an escalation/reduction request will be reviewed by the Requesting Department and the CPO or his/her designee on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increase/decrease will not be any sooner than fifteen (15) days from the request is received by the Requesting Department and the CPO or his/her designee. To facilitate prompt consideration, all requests for price increases must include all information below:

- 1) Contract Item Number
- 2) Current Item Price
- 3) Proposed New Price

City of Santa Fe Central Purchasing Office

- 4) Mill/Supplier Notification of price increase/decrease indicating percentage of increase/decrease including reason for increase/decrease.

This escalation policy will be terminated as soon as the market stabilizes.

Contractors Note:

The conditions and specifications set out in the Bid are inseparable and indivisible. Any contractor, by submitting a Bid, agrees to be bound by all such conditions or specifications. All conditions and specifications in the Bid and all other documents required to be submitted, shall be returned by Contractor in his/her Bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the Bid shall, at the discretion of the City, constitute grounds for rejection of the entire Bid. The City will not accept any added stipulation by the vendor.

Contractor(s) shall be considered an independent contractor and not an employee of the City. However, directions as to time and place of performance and compliance with the rules and regulations may be required by the Requesting Department.

PRICE SCHEDULE

Item #	Vendor Name	Description	Price Per LB	Price Bid	Estimated QTY
1	Kemira Water Solutions, Inc.	Ferric Chloride	Price per LB	0.19	800,000.00
2	DPC, Inc.	Sodium Hydroxide	Price per LB25%	0.1865	125,000.00
2	DPC, Inc.	Sodium Hydroxide	Price LB 50%	0.27	125,000.00
3	Polydyne Inc.	Polymer	Price per LB	1.12	25,000.00
4	Sterling Water Technologies	Zinc Orthoposphate	Price per LB	0.5743	45,000.00
5	N/B	Calcium Thiosulfate	Price per LB	N/B	20,000.00
6	DPC, Inc.	Sulfuric Acid	Price per LB	0.3	15,000.00
7	Matheson Tri-Gas	Liquid Oxygen	Price per Cubic Foot	0.0085	10,000,000.00
8	DuBois Chemicals, Inc.	Hydrofluorosilicic Acid	Price per LB	0.295	25,000.00
9	DPC, Inc.	Sodium Hypochlorite	Price per Gallon	1.33	50000.00

City of Santa Fe Central Purchasing Office

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

BUCKMAN DIRECT DIVERSION BOARD

Commissioner Anna C. Hanson, BDDDB Chair

DATE: _____

ATTEST:

Katharine Clark, County Clerk

APPROVE AS TO FORM:

Nancy R. Long

Nancy R. Long, BDDDB Counsel

ATTEST:

Kristine Bustos-Mihelcic, City Clerk

APPROVED:

Mary McCoy, Finance Director

800-119999

Org.Name/Org.#

Memorandum



Buckman Direct Diversion

Date: July 1st 2021
To: Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Via: Daniel Bowman, BDD Regulatory Compliance Officer
Monique Maes, BDD Contracts Administrator
Subject: ALS Group USA, Corp. Amendment No. 2

ITEM:

Request for approval of Amendment No.2 to the Professional Services Agreement Item 18-1048 with ALS Group USA, Corp for laboratory analysis service for FY 21/22 in the amount of \$90,000 plus applicable tax.

BACKGROUND:

On July 5, 2018 the Buckman Direct Diversion Board awarded RFP '18/46/P Laboratory Analytical Testing Services to ALS Group USA, Corp. This agreement was awarded for three years with an expiration date of June 30, 2021. This amendment will extend the contract for the next fiscal year in the amount of \$90,000 plus applicable tax. Of this amount, \$72,000.00 will be allocated from federal funds for the storm water sampling. The remainder of this amount, \$18,000, is for other sampling as needed.

This compensation was based on the estimated funding needed for the BDD Location Sampling Program. ALS Group USA, Corp will provide the following analytical sampling services:

- Conduct analytical testing of water, solids and provide results to the BDD Regulatory Compliance Officer;
- Meet the minimum requirements for laboratory report and electronic data deliverables;
- Meet US Environmental Protection Agency and NM Environment Department compliance requirements;
- Apply US Environmental Protection Agency and NM Environment Department approved analytical methods;
- Meet US Environmental Protection Agency and NM Environment Department approved QA/QC requirements.

Action Requested:

Staff recommends approval of Amendment No.2 to the Professional Services Agreement with ALS Group USA, Corp. Funding is available in the approved FY 21/22 operating budget.

BU/LI: Compliance Service 8000801.510250

MUNIS Contract 3200526

Approved by BDDDB JULY 1ST 2021

Commissioner Anna Hansen, BDDDB Chair



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 6 TO THE AGREEMENT WITH
ALPHA SOUTHWEST, INC.**

This AMENDMENT No. 6 ("Amendment") to the Agreement between Owner and Contractor dated August 4, 2016, and subsequently amended ("Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Alpha Southwest, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

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

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

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

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

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

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

WHEREAS, pursuant to Amendment No. 5 to the Agreement, the BDDDB approved a change order request related to changes to the sealing system at four (4) pump installations and changes to the vertical clamp couplings of four (4) pumps for the BDD Raw Water Pump Project; and to extend the time of completion; and

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

1. TERM AND EFFECTIVE DATE

The work performed under this Agreement is amended to extend the term of the Agreement to terminate on June 30, 2022.

2. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to the Agreement as of the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Anna C, Hansen,
BDDDB Chair

Date: _____

ATTEST

Katharine E. Clark, Santa Fe County Clerk

APPROVED AS TO FORM

Nancy R. Long

Nancy R. Long, BDDDB Counsel

APPROVED

Mary T. McCoy, City Finance Director

ATTEST

Kristine Bustos-Mihelcic, City Clerk

File Date: _____

**CONTRACTOR:
Alpha Southwest, Inc.**

By: _____

Name: _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS# _____

City of Santa Fe Business

Registration # _____



Buckman Direct Diversion Board

Real Estate Summary of Contracts, Agreements, Amendments & Leases



Section to be completed by department

1. Munis Contract # 3200526

Contractor: ALS Global

Description: Amendment 2 to Increase compensation to fund FY2022 and extend terms

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/2021 Term End Date: _____

Approved by BDDDB or Approved by BDD Date: July 1, 2021
Facilities Manager

Contract / Lease:

Amendment # No. 2 to the Original Contract / Lease # 18-1048

Increase/(Decrease) Amount \$ 90,000.00

Extend Termination Date to: 06/30/2022

Approved by BDDDB or Approved by BDD Date: 07/01/2021
Facilities Manager

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
\$83,000.00 of the original Contract #18-1048 end term date 6/30/2021 to provide laboratory analytical testing services for BDD Location Sampling Program.
\$91,500.00 amendment No.1, #19-0730 end term date 6/30/2021 to increase compensation for FY19.20 funding.

3. Procurement History:

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: BDD Operating Org / Object: 8000801.510250

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

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

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ALS

Procurement Title: Laboratory Analytical testing Service for BDD Water Quality Assessment

Procurement Method: State Price Agreement Cooperative Sole Source Other RFP '18/46/P

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*

- | | | |
|-------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to BDD Facilities Manager (under 60K)/Buckman Direct Diversion Board (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | RFP |
| <input checked="" type="checkbox"/> | <input 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 Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All documentation presented to BDDB |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

<u>Monique Maes</u>	<u>Contracts Administrator</u>	<u>06/14/2021</u>
Department Rep Printed Name (attesting that all information included)	Title	Date

_____	_____	_____
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.

*

Memorandum



Buckman Direct Diversion

Date: July 1, 2021
To: The Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Via: Monique Maes, BDD Contracts Administrator
Subject: Amendment No. 6 Alpha Southwest, Inc.

Item

Request for approval of Amendment No. 6 to the contract with Alpha Southwest for the BDD Raw Water Pump Project.

Background and Summary

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

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

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

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

In 2020 a change order was approved to provide funding to continue with the oil lubricated mechanical seal setup and the purchase of vertical clamp couplings for the remaining (4) four pumps at Booster Station 1A and 2A.

This request is to approve extinction of terms to terminate June 30, 2022. The cumulative total of this agreement is an amount of \$1,226,957.82.

Approved By BDDDB July 1st,2021

Commissioner Anna C. Hansen



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 6 TO THE AGREEMENT WITH
ALPHA SOUTHWEST, INC.**

This AMENDMENT No. 6 ("Amendment") to the Agreement between Owner and Contractor dated August 4, 2016, and subsequently amended ("Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Alpha Southwest, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

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

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

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

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

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

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

WHEREAS, pursuant to Amendment No. 5 to the Agreement, the BDDDB approved a change order request related to changes to the sealing system at four (4) pump installations and changes to the vertical clamp couplings of four (4) pumps for the BDD Raw Water Pump Project; and to extend the time of completion; and

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

1. TERM AND EFFECTIVE DATE

The work performed under this Agreement is amended to extend the term of the Agreement to terminate on June 30, 2022.

2. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to the Agreement as of the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Anna C, Hansen,
BDDDB Chair

Date: _____

ATTEST

Katharine E. Clark, Santa Fe County Clerk

APPROVED AS TO FORM

Nancy R. Long

Nancy R. Long, BDDDB Counsel

APPROVED

Mary T. McCoy, City Finance Director

ATTEST

Kristine Bustos-Mihelcic, City Clerk

File Date: _____

**CONTRACTOR:
Alpha Southwest, Inc.**

By: _____

Name: _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS# _____

City of Santa Fe Business

Registration # _____



Buckman Direct Diversion Board

Real Estate Summary of Contracts, Agreements, Amendments & Leases



Section to be completed by department

1. Munis Contract # 3201557

Contractor: Alpha Southwest, Inc.

Description: Amendment 6, -BDD Raw Water Pump Project

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/2022 Term End Date: 6/30/2022

Approved by BDDDB or Approved by BDD Date: July 1, 2022
Facilities Manager

Contract / Lease:

Amendment # 6 to the Original Contract / Lease # 16-0769

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: June 30, 2022

Approved by BDDDB or Approved by BDD Date: July 1, 2021
Facilities Manager

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
- \$504,736.25 of the original Contract# 16-0769, Term Date: 6/30/17, to manufacture&install 4 pumps
 - \$504736.25 Amendment #1, Term Date 6/30/17 to purchase additional turbine pumps
 - \$38,527.08 Amendment #2, Term Date 6/30/18 to upgrade the thrust bearing in existing motors
 - \$27,718.71 Amendment #3, Term Date 6/30/19 change order for modifications to complete install (1)
 - \$68,974.37 Amendment #4, Term Date 6/30/2020 Change order to continue with modification (3)
 - \$74719.32 Amendment #5, Term Date 6/30/202 Changer order to continue with modification (4)

3. Procurement History: _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: _____ Org / Object: _____

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Monique Maes Phone # 505-920-3339

Email: mmmaes@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Alpha Southwest, Inc.

Procurement Title: BDD Raw Water Pump Project RFP '16/36/B

Procurement Method: State Price Agreement Cooperative Sole Source Other RFP '16/36/B

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
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to BDD Facilities Manager (under 60K)/Buckman Direct Diversion Board (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP
<input checked="" type="checkbox"/>	<input 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 Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to BDDB
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

<u>Monique Maes</u>	<u>Contracts Administrator</u>	<u>06/14/2021</u>
Department Rep Printed Name (attesting that all information included)	Title	Date

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.

*

Memorandum



Buckman Direct Diversion

Date: July 1st 2021
To: The Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Via: Monique Maes, BDD Contracts Administrator
Subject: Amendment No. 2 Alpha Southwest, Inc.

ITEM

Request for approval of Amendment No. 2 to the Professional Services Agreement with Alpha Southwest, Inc. in the amount of \$30,000 plus applicable tax for FY2022

BACKGROUND AND SUMMARY

On April 4, 2019 the Buckman Direct Diversion Board awarded RFB 19/07/B to Alpha Southwest, Inc. to provide on-call emergency repair service for operations and maintenance. This contract is strictly an as-needed, on-call contract that will be utilized to support the current BDD maintenance resources in the repair and maintenance of the BDD facilities and equipment. This amendment will extend services through June 30, 2022 and increase compensation by \$30,000 plus applicable gross receipts tax.

ACTION REQUESTED

Staff recommends approval of Amendment No. 2 to the Professional Service Agreement with Alpha Southwest, Inc. in the amount of \$30,000.00 plus applicable gross receipts tax. Funding is approved in our approved FY2022 operating budget.

BU/LI: Service Contracts 8000810.520150
MUNIS Contract #3201558 (Change Order 2)

Approved by BDDDB July 1, 2021

Commissioner Anna C. Hansen



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 2 TO THE
AGREEMENT
WITH ALPHA SOUTHWEST, INC
19-0301**

THIS AMENDMENT No. 2 (the "Amendment") to the Agreement, between Owner and Contractor dated April 4, 2019 and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Alpha Southwest Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. WHEREAS, under the terms of the Agreement, Contractor agreed to provide on-call emergency repair for operations and maintenance services to the BDD.

B. Pursuant to Article 7 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Board and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph B of the Agreement is amended to increase the amount of compensation by a total of Thirty thousand dollars (\$30,000.00) plus applicable gross receipts tax, so that Article 2, paragraph B reads in its entirety as follows:

A. The total compensation under this agreement shall not to exceed five hundred twenty-seven thousand, six hundred seventy-seven dollars and seventy six cents. (\$527,677.76) plus applicable gross receipts tax, from the following BDDDB Operating funds:

- Multi-Year Funding-Major Repair & Replacement Fund \$367,677.76
- FY 2018-2019- BDD Operating Fund \$40,000.00
- FY 2019-2020-BDD Operating Fund \$60,000.00

- FY 2020-2021 BDD Operating Fund \$30,000.00
- FY2022-2023 BDD Operating Fund \$30,000.00

2. **TERM AND EFFECTIVE DATE**

Article 4, of the Agreement is amended to extend the term to terminate on June 30, 2022. The BDDDB reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of four (4) years in accordance with NMSA 1978, 13-1-150 through 152.

3. **AGREEMENT IN FULL FORCE**

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Anna C, Hansen

Date: _____

ATTEST

Katharine E. Clark, Santa Fe County Clerk

APPROVED AS TO FORM

Nancy R. Long

Nancy R. Long, BDDDB Counsel

APPROVED

Mary T. McCoy, City Finance Director

ATTEST

Kristine Bustos-Mihelcic, City Clerk

File Date: _____

**CONTRACTOR:
Alpha Southwest Inc.**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS# _____

City of SF Business

Registration # _____



Buckman Direct Diversion Board

Real Estate Summary of Contracts, Agreements, Amendments & Leases



Section to be completed by department

1. Munis Contract # 3201558

Contractor: Alpha Southwest, Inc.

Description: Amendment No. 2 On-call repair and maintenance

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/2021 Term End Date: 06/30/2022

Approved by BDDDB or Approved by BDD Date: 07/01/2021
Facilities Manager

Contract / Lease:

Amendment # No. 2 to the Original Contract / Lease # 19-0301

Increase/(Decrease) Amount \$ 30,000.00

Extend Termination Date to: June 30, 2022

Approved by BDDDB or Approved by BDD Date: 07/01/2021
Facilities Manager

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
\$467677.76 of the original contract #19-0301, Term date 6/30/2020, to provide on-call emergency repair services
\$30,000.00 amendment #1, Item #20-0413, Term date 6/30/2021 to increase compensation FY2021
\$30,000.00 this amendment 2, term date 6/30/2022 to increase compensation for FY22

3. Procurement History: _____

Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: _____

4. Funding Source: BDD Operating Org / Object: 8000801.520150

Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

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

Email: mmmaes@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Alpha Southwest Inc.

Procurement Title: RFP On-call Repair and Maintenance

Procurement Method: State Price Agreement Cooperative Sole Source Other RFP '19/07/B

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 The Buckman Direct Diversion Board |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | ITB |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Bib Tab |
| <input checked="" type="checkbox"/> | <input 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 Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All documentation presented to BDDB |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

<u>Monique Maes</u>	<u>Contracts Administrator</u>	<u>06/14/2021</u>
Department Rep Printed Name (attesting that all information included)	Title	Date

_____	_____	_____
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.

*

Memorandum



Buckman Direct Diversion

Date: July 1st 2021
To: The Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Via: Monique Maes, BDD Contracts Administrator
Subject: Property & Casualty Insurance Broker/Agent of Record

ITEM

Request for approval to award RFP '21/36/P Property & Casualty Insurance to Daniel's Insurance Inc. for brokerage services as outlined in the JPA.

Background

Property & Causality insurance Broker/Agent of record services are required within the BDDDB joint powers agreement, an RFP was issued on May 5th 2021 and the submission date was June 15th.

We received one proposal from our current vendor. The evaluation committee met June 6/18/2021 to proceed with vendor award to Daniels Insurance Inc.

Recommendation

BDD Staff recommends approval of award RFB '21/36/P for Property and Causality broker/agent of record to Daniel's Insurance.

Approved by BDDDB July 1, 2021

Commissioner, Anna C. Hansen, BDDDB Chair



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



**BUCKMAN DIRECT DIVERSION BOARD
PROFESSIONAL SERVICES AGREEMENT
WITH
DANIELS INSURANCE INC.**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board (“BDDDB”) and Daniels Insurance, Inc. (“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 services for the BDDDB as described in the Scope of Services attached hereto as Exhibit A and generally covering the following:

- A. Insurance Brokerage Services
- B. Risk Control Services
- C. Claims Management Services

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 One Hundred Twenty Six Thousand, Five-Hundred Seventy-Eight Dollars (\$126,578.00), plus applicable gross receipts tax.

- BDD Comerical Lines Program all lines \$9,4913.00
- Commerical Lines Program BDD Boiler & Machinery \$23,165.00
- 7/1/21-7/21/22 Broker Fee Insurance program \$8,500.00

B. Contractor shall be responsible for payment of gross receipts taxes levied by 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, 2025.

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 BDDB 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 BDDB and are not employees of the BDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDB vehicles, or any other benefits afforded to employees of the BDDB 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 BDDB.

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 BDDB. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDB.

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDB, 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 BDDB to any obligation not assumed herein by the BDDB 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 BDDB's request provided to the BDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDB

reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the BDDB; (ii) obtained BDDB 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 BDDB.

B. Further, Contractor shall not modify any policy or endorsement thereto which increases the BDDB'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, Contractors 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:

BDDB: Rick Carpenter
Buckman Direct Diversion
341 Caja Del Rio Road
Santa Fe, NM 87506
Email: rcarpenter@santafenm.gov

With a copy to: Nancy R. Long, Esq.
BDDB Independent Counsel
Long, Komer & Associates, P.A.
2200 Brothers Road
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

CONTRACTOR: Daniels Insurance, Inc.
805 St. Michaels Drive
Santa Fe, NM 87505

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: _____
Commissioner Anna C. Hansen, BDD Chair

Date: _____

ATTEST

Katharine Clark, County Clerk

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

Mary T. Mc Coy, City Finance Director

ATTEST

Kristine Bustos-Mihelcic, City Clerk

File Date: _____

**CONTRACTOR:
Daniels Insurance Inc.**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue
CRS # 01507593001

City of Santa Fe Business
Registration # 11-00055878

Exhibit A

Scope of Services

1. INSURANCE BROKERAGE SERVICES

A. It is expected that the Broker will procure property and casualty coverage for the Buckman Direct Diversion Board, to be effective July 1, 2015 and each subsequent renewal, consisting of.

- Property Coverage
- Inland Marine Coverage
- Machinery & Equipment Breakdown Coverage
- Computer Coverage
- Commercial Automobile Coverage
- General Liability Coverage
- Public Officials Errors & Omissions Liability Coverage
- Public Officials Bond Coverage
- Crime Coverage
- Umbrella/Excess Liability Coverage

Design, market and implement the broadest insurance at the most reasonable cost that addresses the requirements of Section 23 of the Joint Powers Agreement and any other property, casualty, crime and marine insurance usual or necessary to the operations of the Board.

B. The work to be performed on an annual basis shall be as follows: (The services listed below contemplate the Broker will be responsible for all costs.)

1. Gather underwriting data;
2. Obtain loss information;
3. Analyze loss experience and provide Board with a proposed self-insured retention or deductible.
4. Prepare underwriting submission that not only includes typical underwriting data but includes coverage specifications for each carrier to provide quotations;
5. Market insurance program to all interested & qualified carriers;

6. Once received, analyze coverage forms, retentions, limits, premium terms, etc., for each program, summarize data & make recommendations most advantageous to the Board;
7. Discuss and meet with Underwriters and City & or Board Risk Management staff;
8. Present final program to Board. Broker will select insurance companies with sound financial ratings which shall not be rated lower than A- VII by Best's Rating Guide and Standard & Poor's Insurance Ratings; Public entity insurance pools are accepted from the A- VII minimum rating.
9. Once approved, bind coverage with selected carriers;
10. Issue certificates of insurance;
11. Issue and maintain a Summary of Insurance to the Board;
12. When policies are received, Broker will audit each policy form for compliance with proposals and specifications, and if necessary, order endorsements for correction;
13. As requested, be available to prepare a written and/or oral summary of coverages, program description, loss history, etc.,
14. Answer the Board's auditor's request for year-end premium and loss information;
15. Answer the Board's request to breakdown rates by line of coverage for budget purposes.
16. Obtain ad hoc reports for members relative to loss history, in total or by a particular coverage line;
17. Assist in annual Board-wide budget packet development that contains each projected renewal premium;
18. Place individual bonds, as needed (such as notary bonds, maintenance bonds, permit bonds, etc.);
19. Keep Board informed of insurance market conditions;

2. RISK CONTROL SERVICES

A. It is expected that the Broker will provide consulting services to the Board upon request.

B. Some of the work that should be contemplated on an annual basis is as follows:
(The services listed below contemplate the Broker will be responsible for all costs.):

1. Answer coverage, claims and loss prevention questions. Many questions are required to be answered in writing;
2. Provide advice and guidance regarding any potential risk exposure;
3. Review & be familiar with the Board's Joint Powers Agreement, Project Management and Fiscal Services Agreement, Facilities Operation and Financial Services Agreement and other documents affecting the risk and liability of the Board;
4. Suggest the availability of and initiation of coverage for special situations and special risks and exposure;
5. Assist the Board and its consultants in the construction and interpretation of insurance and indemnity agreements.
6. Monitor reserves, rates, claim trends, loss control efforts, claim service and cash flow;
7. When requested, assist in developing risk related material for Board meetings;
8. Review current insurance/self-insurance structure and assist in evaluating benefits, costs and risk of alternative programs and recommend alternative risk financing methods;
9. When requested, assist in formulation or amendment of Board rules or regulations;
10. Respond to questions from Board's contracted legal advisors;
11. Attend meetings as reasonable or necessary or requested.

3. **CLAIMS MANAGMENT SERVICES**

A. It is anticipated that the Broker will provide administrative services to the Board.

B. The work expected, is as follows: (The services listed below contemplates the Broker will be responsible for all costs.)

1. Process all requests which are outlined in the Brokerage and Consulting services and maintain copies of all data for a minimum of seven (7) years after this contract terminates;
2. Establish and monitor "suspense" files for each line of coverage to track the handling requests;
3. Initiate, prepare and mail all billings;
4. Answer questions from the Board of Board Commissioners, Board attorneys, third party administrators, etc.
5. Abide by the terms of the New Mexico Procurement Code and all applicable rules and regulations adopted by the Board, the State of New Mexico or any of its agencies or departments;
6. Provide claims assistance as requested.
7. Assist the Board with analyzing contracts and provide such services as suggestions for modifications, hold harmless clauses, suggested limits of liability for contractors, and other loss avoidance techniques.



DATE: June 22, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Monique Maes, Procurement Manager
Buckman Direct Diversion

SUBJECT: Evaluation Committee Report, RFP #'21/36/P

In accordance with the Request for Proposals for Property & Casualty Insurance Broker/Agent of Record issued May 5, 2021, one (1) response was submitted from the following Offerors: Daniels Insurance INC. and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Rick Carpenter, BDD Facilities Manager
Randy Sugrue, BDD Operations Superintendent
Maya Martinez, Fiscal Administrator

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- 06/18/2021: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror's technical proposal(s) received evaluation sheets to complete.
- 6/21/21 Evaluation committee submitted evaluation sheets and was reviewed by procurement manager.
- 6/22/21 Report drafted and submitted to purchasing for review and processing.

Section IV.B, Technical Specifications

Are listed as, Experience, Organizational References, and Oral Presentations.

Section IV.B.1, Organizational Experience (Total Points)

<u>Experience</u>	<u>Daniels Insurance Inc</u>		
<u>Offeror Points</u>	400		

Organizational Experience

Specifications:

Experience, expertise and knowledge success and failure response

Evaluation Factors:

Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror’s candid
33

and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Daniels Insurance Inc.

The Evaluation Committee awarded Daniels Insurance 400 points based on the Offeror’s response.

Daniels Insurance demonstrates qualified experience through their capacity of services provided to a variety of customers offering multiple insurance coverages to governmental and private entities. Daniels Insurance, Santa Fe office, has 48 years of operational experience, staff has a combined 175 years’ experience in a variety of insurance needs such as, risk control, Claims Management, and Insurance Brokerage. Their Santa Fe customer service team each have an average of 40 years’ experience, higher education and certifications in areas such as workers Compensation, Certified Risk Architect, Certified insurance counselors, and risk management. Daniels also have two other New Mexico Locations serving Albuquerque and Hobbs each with well over 40 years of operational experience.



Section IV.B.2, Organizational References (200 Total Points)

References	Daniels		
Offeror Points	200		

Organizational References

Specifications: 2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) City or state entity project manager name, telephone number, and email address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

31

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Evaluation Factors: 2. B.2 Organizational References

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the BDD reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

Daniels Insurance, Inc.

The Evaluation Committee awarded Daniels Insurance 200 points based on the Offeror’s response and reference received.

References were received from Dolly Kauley, with the Town of Cochiti Lake, she ranked Daniel’s as excellent and indicated she has been highly satisfied with her Insurance Agent/Broker for over 10 years. She is impressed with Mr. Latting’s professionalism, pleasantness, and supportive responses to her queries.

Daniel’s provided insurance to of a number of municipalities, such as ; City of Hobbs for 50 years, County of Lea 40 years, City of Albuquerque 12 years, Santa Fe County 1 year and more.

Section IV. C, Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

<u>Business Specifications</u>	<u>DANIELS INSURANCE</u>		
<u>Pass/Fail</u>	Pass		

Specifications:

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

2. Letter of Transmittal Form

The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located



in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror’s disqualification.**

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or

not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

4. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by experience reference, response to scope of work.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

<u>Campaign disclosure form</u>	<u>DANIELS INSURANCE</u>		
<u>Pass/Fail</u>	Pass		

Specifications:

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or

not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Costs (100Total Points)

<u>Cost</u>	<u>Daniels Insurance</u>		
<u>Offeror Points</u>	100		

Specifications:

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by experience reference, response to scope of work.

Evaluation Factors:

Cost

The evaluation of each Offeror's cost proposal will be conducted using the following formula: The first year's total budget will be used to calculate Cost Score
 Lowest Responsive Offeror's Cost

----- X Available Award Points
 Each Offeror's Cost

Cost Items

Insurance Brokerage Services

Annual services

Detailed description of services specified within the scope of work.

Lowest Responsive Offeror's Cost

----- X Available Award Points

Each Offerers cost

Daniels Insurance Inc.

The Evaluation Committee awarded Daniels 100 points based on the Offeror's response.

There were no other offers to compare, Daniel's was the only proposal, therefore max point are given.

Section IV.C.4, NM Preferences

<u>Preference</u>	<u>Daniels Insurance</u>		
-------------------	--------------------------	--	--



<u>NM Business Preference</u>	60		
<u>NM Veterans Preference</u>			

Specifications:

Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

8. C.7. Local Preferences

Percentages will be determined based upon the point-based system outlined below.

A. The BDD shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The BDD shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the BDD makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the BDD shall award additional point's equivalent to 3% of the total possible points to a local resident business. The BDD shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. Solicitations above One Million Dollars (\$1,000,000)

a. The BDD shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The BDD shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

DANIELS INSURANCE INC.

Offeror submitted NM Resident Business Certificate. Offeror was awarded 60 Points.

**Property and Causality Insurance Broker/Agent of Record
RFP # 21/36/P
Evaluation Summary**

	<u>Daniels Insurance Inc.</u>	
Section IV.B 1. Technical Specifications Organizational Experience (400Points)	400	
Section IV.B 2. Technical Specifications Organizational References (200Points)	200	
Section IV.B 3. Technical Specifications Oral Presentation (100 Points)	200	
Financial Stability	Pass	
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	Pass	
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	Pass	
Section IV.C 3. Business Specifications Cost (100 Points)	100	
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%		
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	60	
TOTAL POINTS AWARDED	1000	

Evaluation Committee Recommendation

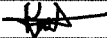
Based on the Evaluation Committee’s evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding Daniels Insurance Inc. to perform the scope of work as outlined in the Property & Casualty Insurance Broker/Agent of record, RFP #21/36/P to the one (1) proposals receiving the highest scores along the natural point-break; [Daniels]; subject to agreement between The Buckman Direct Diveresion Board and the selected Offerors. Awarding contracts to the recommended Offeror(s) is in the best interest and is most advantageous to the State, the Agency, and Agency clients.




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




Committee Signature Approval


Rick Carpenter (Jun 22, 2021 13:22 MDT)

Rick Carpenter
Evaluation Committee Member


Randy Sugrue (Jun 22, 2021 10:56 MDT)

Randy Sugrue
Evaluation Committee Member


Maya Martinez (Jun 22, 2021 11:00 MDT)

Maya Martinez
Evaluation Committee Member


Monique Maes (Jun 22, 2021 10:54 MDT)

Monique Maes
Procurement Manager

Jun 22, 2021

Date

Jun 22, 2021

Date

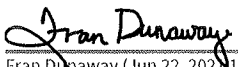
Jun 22, 2021

Date

Jun 22, 2021

Date

Chief Procurement Officer Signature Approval


Fran Dunaway (Jun 22, 2021 15:20 MDT)

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Jun 22, 2021

Date












Report Draft 21.36.P to submit


Final Audit Report


2021-06-22

Created:	2021-06-22
By:	Monique Maes (mmaes@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiJtrbrwNh6mMq58qgQt3_syFSu_5gczF

"Report Draft 21.36.P to submit" History

-  Document created by Monique Maes (mmaes@santafenm.gov)
2021-06-22 - 4:47:36 PM GMT- IP address: 63.232.20.2
-  Document emailed to Rick Carpenter (rrcarpenter@santafenm.gov) for signature
2021-06-22 - 4:54:14 PM GMT
-  Document emailed to Randy Sugrue (rcsugrue@santafenm.gov) for signature
2021-06-22 - 4:54:14 PM GMT
-  Document emailed to Maya Martinez (mfmartinez@santafenm.gov) for signature
2021-06-22 - 4:54:14 PM GMT
-  Document emailed to Monique Maes (mmaes@santafenm.gov) for signature
2021-06-22 - 4:54:14 PM GMT
-  Document e-signed by Monique Maes (mmaes@santafenm.gov)
Signature Date: 2021-06-22 - 4:54:43 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Email viewed by Randy Sugrue (rcsugrue@santafenm.gov)
2021-06-22 - 4:55:00 PM GMT- IP address: 174.205.35.37
-  Email viewed by Maya Martinez (mfmartinez@santafenm.gov)
2021-06-22 - 4:56:10 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Randy Sugrue (rcsugrue@santafenm.gov)
Signature Date: 2021-06-22 - 4:56:21 PM GMT - Time Source: server- IP address: 174.205.35.37
-  Document e-signed by Maya Martinez (mfmartinez@santafenm.gov)
Signature Date: 2021-06-22 - 5:00:10 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Email viewed by Rick Carpenter (rrcarpenter@santafenm.gov)
2021-06-22 - 7:21:31 PM GMT- IP address: 104.47.64.254

 Document e-signed by Rick Carpenter (rrcarpenter@santafenm.gov)
Signature Date: 2021-06-22 - 7:22:13 PM GMT - Time Source: server- IP address: 24.117.87.132

 Agreement completed.
2021-06-22 - 7:22:13 PM GMT






Eval Report to submit

Final Audit Report

2021-06-22

Created:	2021-06-22
By:	Monique Maes (mmaes@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiLbXRNTNPOZ_XE3cecWZTv43_olu5rdF

"Eval Report to submit" History

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-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-06-22 - 7:48:22 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-06-22 - 9:20:13 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-06-22 - 9:20:24 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-06-22 - 9:20:24 PM GMT

Memorandum



Buckman Direct Diversion

Date: July 1, 2021
To: Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Via: Monique Maes, BDD Contracts Administrator
Subject: TLC Company, Inc.

ITEM

Request for approval to extend term date of contract with TLC Company Inc. to June 30, 2022.

BACKGROUND

On February 4th 2021, The BDDDB approved Item #2021-03-22 with TLC for product and services for a needed Air Handler and Condenser replacement AC Unit located at Booster Station 4A/5A. The estimated ship time has been delayed and the good and services are expected in August.

ACTION REQUESTED

Staff recommends approval of term extension of June 30, 2022.

Approved by BDDDB July 1, 2021

Commissioner Anna C. Hansen



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH TLC COMPANY, INC.
#20-0546**

THIS AMENDMENT No. 1 ("Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated August 5th, 2020 ("Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and TLC Company, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide removal and installation of chiller replacement with parts included.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and Contractor agree as follows:

1. TERM AND EFFECTIVE DATE.

Article 5, of the Agreement is amended to extend the term to June 30, 2022.

2. AGREEMENT IN FULL FORCE.

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Anna C. Hansen, BDDDB Chair

Date: _____

ATTEST

Katharine Clark, Santa Fe County Clerk

APPROVED AS TO FORM

Nancy R. Long

Nancy R. Long, BDDDB Counsel

APPROVED

Mary McCoy, Finance Director

ATTEST

Kristine Bustos Mihelcic, City Clerk

File Date: _____

CONTRACTOR
TLC Company, Inc.

Signature _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS# _____

City of Santa Fe Business

Registration# _____



Buckman Direct Diversion Board

Real Estate Summary of Contracts, Agreements, Amendments & Leases



Section to be completed by department

1. Munis Contract # 3202507

Contractor: TLC COMPANY INC.

Description: **Amendment 1 to extend terms for replacement chiller.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/2021 Term End Date: 6/30/2022

Approved by BDDDB or Approved by BDD Date: 07/01/2022
Facilities Manager

Contract / Lease:

Amendment # No. 1 to the Original Contract / Lease # 20-0546

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: June 30, 2022

Approved by BDDDB or Approved by BDD Date: 07/01/2021
Facilities Manager

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
\$59,118.89 to the original contract 20-0546, end term date 6/30/2021

3. Procurement History: _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: _____ Org / Object: _____

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

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

Email: mmmaes@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: TLC Company

Procurement Title: Emergency Chiller Replacement

Procurement Method: State Price Agreement Cooperative Sole Source Other Emergency Procurement

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 type="checkbox"/> | <input checked="" type="checkbox"/> | Memo addressed to BDD Facilities Manager (under 60K)/Buckman Direct Diversion Board (over 60K) |
| <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 checked="" type="checkbox"/> | <input 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 Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All documentation presented to BDDB |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

Monique Maes BDD Contracts Administrator 08/11/2020
Department Rep Printed Name (attesting that all information included) Title Date

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.

Memorandum



Buckman Direct Diversion

Date: July 1, 2021
To: Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Via: Monique Maes, BDD Contracts Administrator
Subject: Long Komer & Associates, P.A. Amendment 4

ITEM:

Request for approval of Amendment No. 4 to the Legal Service Agreement with Long, Komer, and Associates, P.A. in the amount of \$249,000.00, plus applicable gross receipts tax.

BACKGROUND:

On March 7, 2019 the Buckman Direct Diversion Board granted RFP '19/22/P award for Professional Legal Service to Long Komer and Associates, P.A. to serve as the legal counsel for the Buckman Direct Diversion Board. This amendment will provide compensation for FY 2022 in the amount of \$249,000.00 plus applicable gross receipt tax.

Action Requested:

Staff recommends approval of Amendment No. 4 to the Legal Service Agreement with Long, Komer & Associates, P.A. Funding is available within our approved FY2022 operating budget

ORG & OBJ: Legal Service # 800801.510200
MUNIS Contract# 3200406, Change Order 3

Approved by BDDDB July 1, 2021

Commissioner Anna C. Hansen, BDD Chair



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 4 TO
LEGAL SERVICES AGREEMENT
WITH
LONG, KOMER & ASSOCIATES, P.A.
#19-0246**

THIS AMENDMENT NO. 4 (the “Amendment”) to the Legal Services Agreement dated March 7, 2019, and as subsequently amended (the “Agreement”) is made between the Buckman Direct Diversion Board (“BDDDB”) and Long, Komer & Associates, P.A. (“Contractor”). The effective date of this amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide legal service, acting in the capacity of legal counsel for the Board.

B. Pursuant to Article 18 of the agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Board and the Contractor agree as follows:

1. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Two Hundred Forty Nine Thousand Dollars (\$249,000.00) plus applicable gross receipts tax, so that Article 3 paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall be in an amount not to exceed eight hundred fourteen thousand dollars, (814,000.00) plus applicable gross receipts tax.

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

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

2. **TERM AND EFFECTIVE DATE**

Article 5 of the agreement is amended to extend the term to terminate on June 30, 2022.

3. **AGREEMENT IN FULL FORCE.**

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

IN WITNESS WHEREOF, the parties have executed this Amendment NO. 4 to the Legal Service Agreement as the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR

Long, Komer & Associates P.A.

By: _____
Commissioner Anna C. Hansen, BDDDB Chair

Signature: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____

ATTEST

Katherine E. Clark, Santa Fe County Clerk

New Mexico Tax & Revenue

File Date: _____

CRS# _____

City of Santa Fe Business

Registration# _____

CITY ATTORNEY’S OFFICE:

Senior Assistant City Attorney

APPROVED FOR FINANCES:

Mary Mccoy, Finance Director

ATTEST

Kristine Bustos-Mihelcic, COSF Clerk



Buckman Direct Diversion Board

Real Estate Summary of Contracts, Agreements, Amendments & Leases



Section to be completed by department

1. Munis Contract # 3200406

Contractor: Long, Komer, & Associates P.A

Description: **Amendment No.4. To increase compensation to the legal services contract # 19-0246 by \$249,000 plus tax for FY22. MUNIS Contract # 3200406, change order 4.**

Contract Agreement Lease / Rent Amendment

Term Start Date: June 3rd 2021 Term End Date: June 30,2021

Approved by BDDDB or Approved by BDD Date: June 3rd 2021
Facilities Manager

Contract / Lease:

Amendment # No. 4 to the Original Contract / Lease # 19-0246

Increase/(Decrease) Amount \$ 249,000.00 plus tax

Extend Termination Date to: 06/30/2022

Approved by BDDDB or Approved by BDD Date: July 1, 2021
Facilities Manager

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
\$265,000.00 of the original Contract #19-0246 end term date 03/31/2020 to provide legal services
\$265,000.00 amendment No.1, #20-0411, end term date 06/30/2021 to increase compensation and extend termination date.
\$20,000.00 amendment No.2, #21-0023, end term date 06/30/2021 to increase compensation.
\$15,000.00 amendment No.3, End term date 6/30/2021 to increase compensation

3. Procurement History: RFP # 19/22/P

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: BDD Operating Org / Object: 8000801.510200

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

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

Email: mmmaes@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



Date: July 1, 2021
To: Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Via: Monique Maes, BDD Contracts Administrator
Subject: Long Komer & Associates, P.A. Amendment 4

ITEM:

Request for approval of Amendment No. 4 to the Legal Service Agreement with Long, Komer, and Associates, P.A. in the amount of \$249,000.00, plus applicable gross receipts tax.

BACKGROUND:

On March 7, 2019 the Buckman Direct Diversion Board granted RFP '19/22/P award for Professional Legal Service to Long Komer and Associates, P.A. to serve as the legal counsel for the Buckman Direct Diversion Board. This amendment will provide compensation for FY 2022 in the amount of \$249,000.00 plus applicable gross receipt tax.

Action Requested:

Staff recommends approval of Amendment No. 4 to the Legal Service Agreement with Long, Komer & Associates, P.A. Funding is available within our approved FY2022 operating budget

ORG & OBJ: Legal Service # 800801.510200
MUNIS Contract# 3200406, Change Order 3

Approved by BDDDB July 1, 2021

Commissioner Anna C. Hansen, BDD Chair



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 4 TO
LEGAL SERVICES AGREEMENT
WITH
LONG, KOMER & ASSOCIATES, P.A.
#19-0246**

THIS AMENDMENT NO. 4 (the “Amendment”) to the Legal Services Agreement dated March 7, 2019, and as subsequently amended (the “Agreement”) is made between the Buckman Direct Diversion Board (“BDDDB”) and Long, Komer & Associates, P.A. (“Contractor”). The effective date of this amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide legal service, acting in the capacity of legal counsel for the Board.

B. Pursuant to Article 18 of the agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Board and the Contractor agree as follows:

1. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Two Hundred Forty Nine Thousand Dollars (\$249,000.00) plus applicable gross receipts tax, so that Article 3 paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall be in an amount not to exceed Seven Hundred Ninety Eight Thousand dollars (\$798,000.00) plus applicable gross receipts tax.

2. TERM AND EFFECTIVE DATE

Article 5 of the agreement is amended to extend the term to terminate on June 30, 2022.

3. AGREEMENT IN FULL FORCE.

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Anna C. Hansen, BDDDB Chair

Date: _____

ATTEST

Katherine E. Clark, Santa Fe County Clerk

File Date: _____

CITY ATTORNEY’S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 29, 2021 14:31 MDT)

Senior Assistant City Attorney

APPROVED FOR FINANCES:

Mary McCoy, Finance Director

ATTEST

Kristine Bustos-Mihelcic, City Clerk

CONTRACTOR

Long, Komer & Associates P.A.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS# _____

City of Santa Fe Business

Registration# _____



Buckman Direct Diversion Board

Real Estate Summary of Contracts, Agreements, Amendments & Leases



Section to be completed by department

1. Munis Contract # 3200406

Contractor: Long, Komer, & Associates P.A

Description: **To increase compensation for FY2022 to the legal services contract # 19-0246 by \$249,000. plus tax.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/2021 Term End Date: 06/30/2022

Approved by BDDDB or Approved by BDD Date: 06/03/2021
Facilities Manager

Contract / Lease:

Amendment # 3 to the Original Contract / Lease # 19-0246

Increase/(Decrease) Amount \$ 249,000.00 plus tax \$21,009.37

Extend Termination Date to: 2022

Approved by BDDDB or Approved by BDD Date: 06/06/2021
Facilities Manager

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

- Contract 19-0246, 3/07/19 first year of term \$265,000.00**
- Amendment No. 1, 6/04/20 \$249,000. and extend term to 6/30/2021**
- Amendment No. 2, 1/07/21 \$20,000. end term 6/30/20**
- Amendment No. 3, 6/03/21 \$15,000. FY2021**
- Amendment No. 4 7/1/21 \$249,000. end term 6/30/2022**

3. Procurement History: RFP # 19/22/P

Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: _____

4. Funding Source: BDD Operating Org / Object: 800801.510200

Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

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

Email: mmmaes@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Long Komer & Associates P.A

Procurement Title: Legal Services for Buckman Direct Diversion '19/22/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

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 Buckman Direct Diversion Board
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP
<input checked="" type="checkbox"/>	<input 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 Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to BDDB
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Monique Maes Contracts Administrator 07/01/2021
Department Rep Printed Name (attesting that all information included) Title Date

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.

*

Memorandum



Buckman Direct Diversion

Date: July 1, 2021
To: Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Subject: Adoption of BDD Annual Budget

ITEM AND ISSUE:

Request to formally adopt the Buckman Direct Diversion Fiscal Year 2022 Annual Operating Budget and Other Fund Contributions.

BACKGROUND AND SUMMARY:

The Joint Powers Agreement between the City of Santa Fe and Santa Fe County, establishing the Buckman Direct Diversion Board, provides that the BDD Board annually prepare and recommend a budget and formally adopt the budget upon approval of the governing bodies.

On March 4, 2021 the Buckman Direct Diversion Board approved and recommended the BDD Annual Operating Budget for Fiscal Year 2022 and contributions to our Major Repair and Replacement Fund to the City of Santa Fe's City Council and the Santa Fe County Board of Commissioners.

On April 28, 2021 the City of Santa Fe's Governing Body approved the City of Santa Fe's Water Division's annual operating budget which included the funding requested for the Buckman Direct Diversion.

On June 29, 2021 the Santa Fe County Board of Commissioners approved the Santa Fe County Public Utilities Department's annual operating budget which included the funding requested for the Buckman Direct Diversion.

ACTION REQUESTED:

Staff recommends formal adoption of the Buckman Direct Diversion Fiscal Year 2022 Annual Operating Budget in the amount of \$8,842,711 plus the annual contribution of \$626,706 for the Major Repair and Replacement Fund.

Approved by BDDDB July 1, 2021

Commissioner Anna Hansen, BDDDB Chair



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





Buckman Direct Diversion

FISCAL YEAR 2022

Adopted Annual Operating
Budget & Partner Contributions



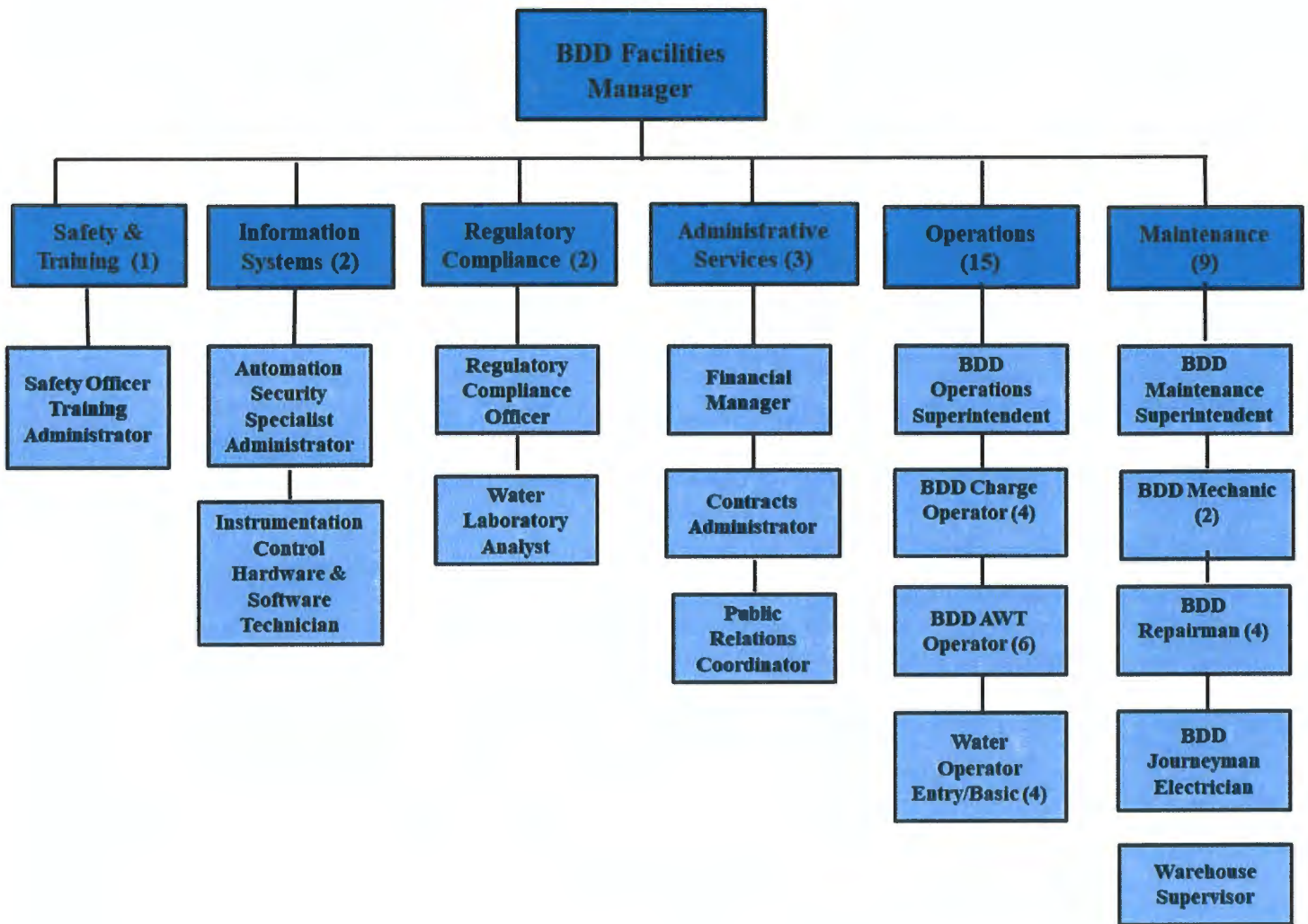
Prepared by:

Rick Carpenter, BDD Facilities Manager





BUCKMAN DIRECT DIVERSION REGIONAL WATER PLANT
ORGANIZATIONAL CHART





Buckman Direct Diversion (BDD) Adopted Annual Operating Budget

Budget Message

The *Project Management and Fiscal Services Agreement* (PMFSA) requires the Project Manager to submit an Annual Operating Budget for which the Buckman Direct Diversion Board (BDDDB) has approved and adopted for Fiscal Year 2022.

Budget Revenue/Reimbursement Summary

TOTAL ADOPTED FISCAL YEAR 2022 OPERATING BUDGET

TABLE A

	<u>Fixed</u>	<u>Variable</u>	<u>Total</u>	<u>%</u>
Revenues/Reimbursements by Source:				
Federal Funds	\$ 96,000	\$ -	\$ 96,000	1%
PNM Solar Rebates	-	120,000	120,000	1%
City of Santa Fe	5,168,633	1,007,567	6,176,200	70%
Santa Fe County	1,918,492	402,728	2,321,220	26%
Las Campanas (Club)	56,447	-	56,447	1%
Las Campanas (Coop)	72,844	-	72,844	1%
Total Revenues by Source	\$ 7,312,416	\$ 1,530,295	\$ 8,842,711	100%
% of overall budget	83%	17%	100%	

The adopted budget consists of fixed and variable costs and includes revenue/reimbursements from several sources. The principle operating revenue of BDD’s operating budget is reimbursements from the partners for the cost of operations.

BDD was granted federal funds from the Department of Energy for the BDD Storm Water Sampling Program. This funding will be used for the collection of samples from the Rio Grande at the BDD in order to make determinations on the water quality of the river during LANL events.

The monthly PNM solar rebates received for the water treatment plant solar array are also accounted for as a source of revenue. The resulting reimbursement requests for American Capital Energy (primary owner of this solar array) to the City of Santa Fe and Santa Fe County will be reduced by the revenue received.

The partner reimbursement revenue is estimated based on projected expenditure types and allocated based on the cost sharing allocations established in the governing documents. Partners are billed in accordance with the BDD Working Capital and Billing Policy.



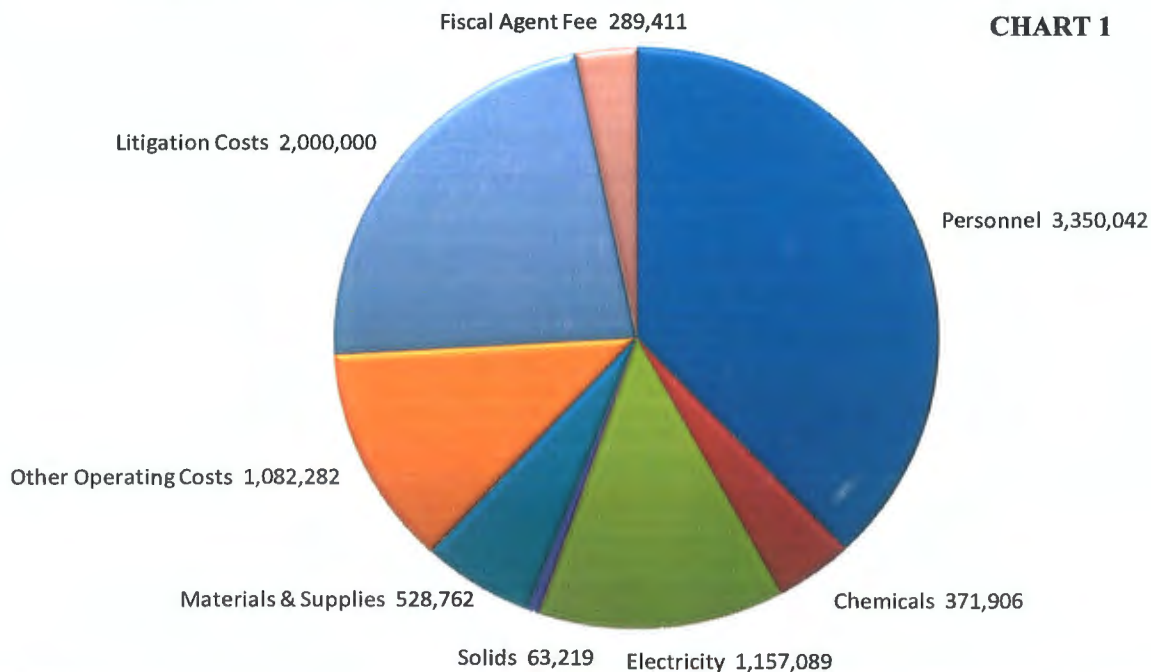
Budget Expenditure Summary

The Buckman Direct Diversion adopted budget consists of seven major categories as presented below. These categories are used to track expenditures for reporting and monitoring our available budget balance. In accordance with our BDD Working Capital and Billing policy, any budget adjustment requests between major categories require board approval. Expenditures are generally recorded when a liability is incurred and are reported in BDD's main enterprise fund.

PARTNER SHARE OF TOTAL FISCAL YEAR 2022 OPERATING BUDGET

TABLE B

Expenditure by Category:	City of Santa Fe	Santa Fe County	Las Campanas (Club)	Las Campanas (Coop)	Federal Funds	Total
Personnel	\$ 2,380,758	\$ 870,820	\$ 42,988	\$ 55,476	\$ -	\$ 3,350,042
Electricity	835,200	313,893	3,491	4,505	-	1,157,089
Chemicals	264,460	107,446	-	-	-	371,906
Solids	47,761	15,458	-	-	-	63,219
Materials & Supplies	369,147	139,539	8,765	11,311	-	528,762
Other Operating Costs	711,326	272,201	1,203	1,552	96,000	1,082,282
Litigation Costs	1,448,600	551,400	-	-	-	2,000,000
Fiscal Agent Fee	209,620	79,791	-	-	-	289,411
Total	6,266,872	2,350,548	\$ 56,447	\$ 72,844	\$96,000	\$ 8,842,711
PNM Solar Rebates	(90,672)	(29,328)				
Total	\$ 6,176,200	\$ 2,321,220				





Budget Summary & Highlights

In Fiscal Year 2022, the BDD will be in its eleventh year of operations. The BDD also uses yearly volumetric flow predictions provided by each partner for our variable and project wide allocation of expenditures.

The BDD has collaborated with its partners on the development of this budget and with their support; we present the Fiscal Year 2022 budget request with the following changes:

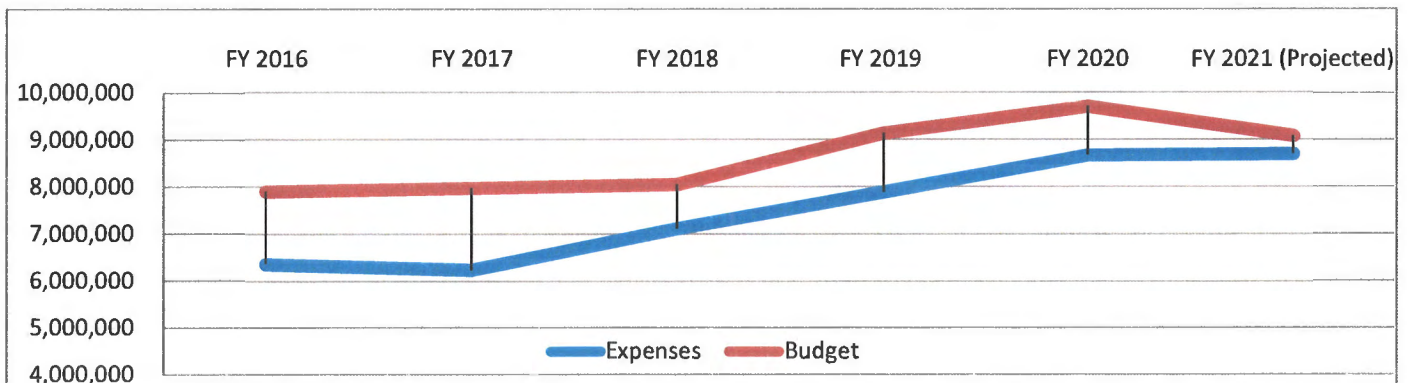
- The annual operating budget for fiscal year 2022 is \$8,553,300 plus the fiscal agent fee of \$289,411, which represents 4.5% of the prior year’s annual operating budget as stated in the amended Facility Operations and Procedures Agreement (FOPA).

Closing the gap between actual expenditures and budget was considered in the development of the annual operating budget request. This will continue to be factor, to ensure funds are properly expended for the purposes as requested.

- Fiscal Year 2017 Actual Expenditures \$6,242,497 (with 6 vacant positions and \$701,988 of unexpended litigation fees) which was \$1,724,657 lower than the adopted budget.
- Fiscal Year 2018 Actual Expenditures \$7,112,089 (with 5 vacant positions and \$641,427 of unexpended litigation fees) of which \$590,000 was carry forwarded to the FY2019 Adopted Budget.
- Fiscal Year 2019 Actual Expenditures \$7,882,811 (with 11 vacant positions and \$255,212 of unexpended litigation fees) which was \$1,251,813 lower than the adopted budget.
- Fiscal Year 2020 Actual Expenditures \$8,665,134 which was \$1,031,275 lower than the adopted budget.

CUMULATIVE BDD EXPENSES TO ADOPTED BUDGET

CHART 2





Budget Comparisons

Table C presents actual expenses by major category for fiscal year ended June 30, 2020. The change in the fiscal year 2022 adopted budget in comparison to the 2021 adopted budget. For the most part the budget remained flat, while re-allocating expenses between categories. The budget includes an increase of \$78,996, which is related to a projected increase in electricity and chemicals as the County is projected to serve additional customers in FY2022, therefore these costs were only allocated to Santa Fe County.

The BDD staff will continue to work with its partners, the City of Santa Fe, Santa Fe County and Las Campanas entities, in determining the costs and funding needed to ensure BDD properly operates and maintains the facilities to meet the demands of its partners.

BUCKMAN DIRECT DIVERSION OPERATING BUDGET

TABLE C

	FY 2020 Adopted Budget	FY 2020 Unaudited Actual 6/30/20	FY 2020 Variance \$ (Under) / Over Budget	%	FY 2021 Adopted Budget	FY 2022 Adopted Budget	\$ Change FY 2022 vs FY 2021	%
Revenues/Reimbursements by Fund:								
Partner Reimbursements	\$ 9,415,409	\$ 8,532,597	(882,812)	91%	\$ 8,477,715	\$ 8,626,711	\$ 148,996	2%
PNM Solar Rebates	120,000	75,152	(44,848)	63%	120,000	120,000	-	0%
Federal Funds	96,000	57,385	(38,615)	60%	96,000	96,000	-	0%
Unrestricted Funds	65,000	-	(65,000)		70,000	-	(70,000)	-1%
Total	\$9,696,409	\$ 8,665,134	\$ (1,031,275)	89%	\$ 8,763,715	\$ 8,842,711	\$ 78,996	1%
Expenditures by Category:								
Salaries	\$ 2,254,610	\$ 1,765,013	\$ 489,597	78%	\$ 2,100,596	\$ 2,119,281	\$ 18,685	1%
Overtime	150,000	213,608	(63,608)	142%	150,000	152,025	2,025	1%
Benefits	1,173,761	905,616	268,145	77%	1,167,463	1,078,735	(88,728)	-8%
Electricity	970,000	869,406	100,594	90%	1,000,000	1,157,090	157,090	16%
Chemicals	336,000	371,375	(35,375)	111%	336,000	371,906	35,906	11%
Solids	120,000	46,647	73,353	39%	63,219	63,219	-	0%
Materials & Supplies*	802,054	544,132	257,922	68%	563,150	528,762	(34,388)	-6%
Other Operating Costs*	1,149,340	1,066,332	83,008	93%	1,050,928	1,082,282	31,354	3%
Litigation Costs	2,420,000	2,562,361	(142,361)	106%	2,000,000	2,000,000	-	0%
Total	9,375,765	8,344,491	1,031,274	89%	8,431,356	8,553,300	121,944	1%
Fiscal Agent Fee	320,644	320,644	0	100%	332,359	289,411	(42,948)	-1%
Total	\$9,696,409	\$ 8,665,134	\$ 1,031,275	89%	\$ 8,763,715	\$ 8,842,711	\$ 78,996	1%

* See Table C-1 and C-2 for a detailed summary of Major Category Costs



BDD Materials & Supplies Detailed Summary

TABLE C-1

<u>Description</u>	<u>Amount</u>	<u>Total</u>
Repair & Maintenance Building / Structures - sprinkler, fire alarm, plumbing	18,000	
On-Call HVAC Service Agreement	60,000	
Total		\$ 78,000
Repair & Maintenance System Equipment		
General maintenance, repairs and replacement to water system facilities	238,212	
Hach Service Agreement - Yearly calibration of instrumentation	10,000	
Eaton Service Agreement - VFD Troubleshooting	5,000	
Yukon & Assoc - On-call process instrumentation and control systems	10,000	
Wunderlich-Malec - On-call SCADA & computer networking	5,000	
Great Southwest Meters- Annual meter calibration and inspection	8,000	
Subsurface Contracting - On-call repair and replacement to water systems	18,000	
Alpha Southwest - On-call services mechanical & electrical	30,000	
Automation & Electric - On-call SCADA support, software, programming	15,000	
Positive Energy - Maintenance and service of BS2A Solar Array	6,500	
Total		\$ 345,712
Repair & Maintenance Grounds/Rd - Landscaping agreements		5,000
Repair & Maintenance Machine & Equipment -Copiers, machinery & equipment		24,300
Operating Supplies -Field supplies maintenance/operations		33,000
Auto Parts, Tires, Gasoline & Diesel - Fleet maintenance of vehicles		13,000
Inventory Exempt / IT - Small tools, radios, and phase III replacement of computers		1,500
Uniforms (\$500 clothing, \$200 boots = \$700 per employee)		19,600
Safety Supplies - First aid, protective gear, safety guides, periodicals		8,650
Total		\$ 105,050
Total Materials & Supplies Category		\$ 528,762



BDD Other Operating Costs Detailed Summary

TABLE C-2

<u>Description</u>	<u>Amount</u>	<u>Total</u>
Agreements		
BDDDB Insurance Broker/Agent	9,500	
Chavez Security - provides facilities patrol along Buckman road corridor	194,240	
Stenographer Agreement - BDD Board meetings	6,500	
USGS Operation and maintenance agreement of sediment and stream gage	51,386	
BDDDB Independent counsel	170,000	
Consultant for Technical Assistance	60,000	
Compliance Agreements -TREAT Study analysis	15,000	
Compliance Agreements -GAC Sampling and analysis	15,000	
Compliance Agreements -Stormwater sampling (Federal program)	96,000	
Compliance Agreements -Drinking water, solids analysis	10,000	
Compliance Agreements -Annual fire inspection and compliance	9,500	
Audit professional services agreement	7,500	
BDD Board - Public liability and real property insurance premiums	133,000	
Land Leases - BLM right of way agreements	68,200	
Total		\$ 845,826
Benefits Dept. Assessments - City Benefits Assessment Fees		8,026
General Liability Dept Assessments - City Risk Assessment Fees		10,736
General Liability Third Party - Crime Liability Assessment Fees		100,145
General Liability Third Party - Unemployment Claims		6,999
Public Relations - tours, outreach, promotions, website, virtual tour		3,500
Software/Software Subscriptions- Software support and upgrades		34,500
Employee Training - Safety, training, education, travel, dues & registrations		14,400
Advertising - Job postings, RFP bids		500
Office Supplies - General office supplies		2,500
Postage & Mailing Services - Delivery of water samples, correspondence		2,650
Utilities - Cell phones, landlines, data, website, satellite phone, natural gas, fees		52,500
Total		\$ 236,456
	BDDDB Litigation Costs	\$ 2,000,000
	Total Other Operating Costs Category	\$ 3,082,282



Budget Fixed & Variable Costs Analysis

The BDD’s annual operating budget consists of fixed, variable and project-wide costs. These costs are allocated by percentages contained in the Facility Operations and Procedures Agreement (FOPA). This budget was adopted with the following cost sharing principles.

Cost Sharing

TABLE D

<u>Fixed</u>	<u>City of Santa Fe</u>	<u>Santa Fe County</u>	<u>Las Campanas (Club)</u>	<u>Las Campanas (Coop)</u>	<u>Total</u>
Shared Facilities (CCL)	62.09%	25.61%	5.37%	6.93%	100.00%
Separate Facilities (CC)	75.33%	24.67%	0%	0%	100.00%
<u>Project Wide</u>					
Projected Volumetric Flow (PW)	72.43%	23.43%	4.14%	0.00%	100.00%
<u>Variable</u>					
Projected Volumetric Flow (CCL)	72.43%	23.43%	4.14%	0.00%	100.00%
Projected Volumetric Flow (CC)	75.56%	24.44%	0.00%	0.00%	100.00%

Annual volumetric flow predictions provided by the partners are also used as the basis for project wide costs and variable costs that are primarily related to chemicals, electricity, and solids management.

Volumetric Flow History and FY 2022 Predictions

TABLE E

<u>Volumetric Flow (acft)</u>	<u>City of Santa Fe</u>	<u>Santa Fe County</u>	<u>LC (Raw Water) via County</u>	<u>Las Campanas (Raw Water)</u>	<u>Total Diverted</u>
FY 2016	4,127.74	1,077.23	374.33	165.14	5,744.44
FY 2017	3,896.60	1,156.87	273.60	297.73	5,624.80
FY 2018	4,397.40	1,147.92	343.38	260.61	6,149.30
FY 2019	3,300.96	1,207.86	423.08	102.35	5,034.25
FY 2020	3,435.42	1,314.08	156.08	493.44	5,399.02
<i>FY 2021</i>	<i>4,489.26</i>	<i>1,245.00</i>	<i>281.52</i>	<i>309.61</i>	<i>6,325.39</i>
<i>FY 2022</i>	<i>5,255.00</i>	<i>1,700.00</i>	<i>300.31</i>	<i>-</i>	<i>7,255.31</i>
<i>FY 2022 %</i>	72.43%	23.43%	4.14%	0.00%	100%

% Percentage is used in calculation of partner share (CCL) of variable costs & project wide



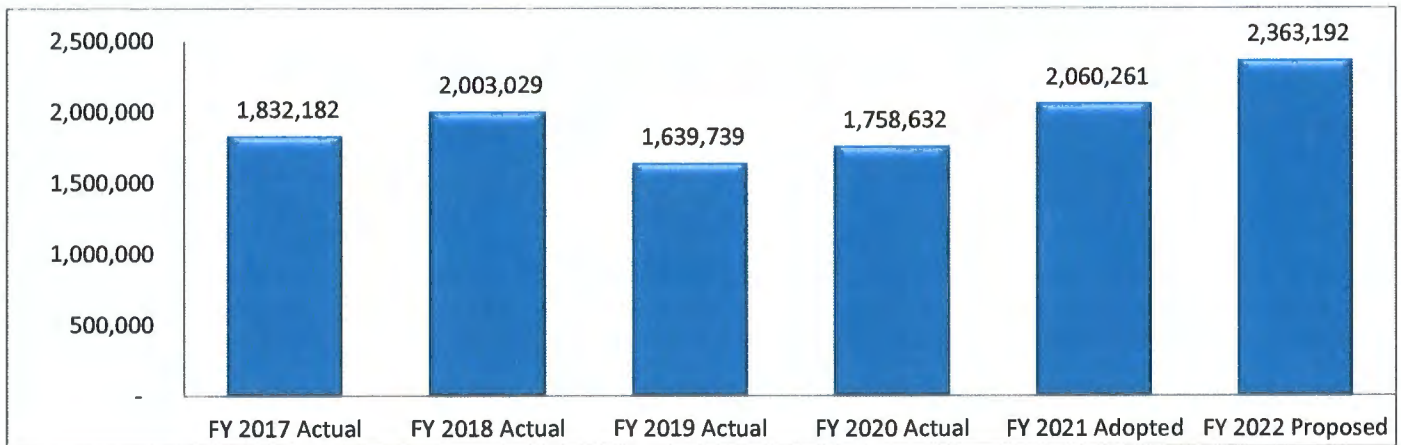
Volumetric Flow History

BDD has completed a budget analysis for fiscal year 2022, which includes volumetric predictions of 2,363,192 gallons. This is an estimated 14.7% increase in water delivery thru BDD over fiscal year 2021 predicted water call. The BDD will continue to work with the partners to adaptively manage BDD water deliveries to meet changes in partner demands.

Total gallons delivered in 1,000's

(Includes raw water)

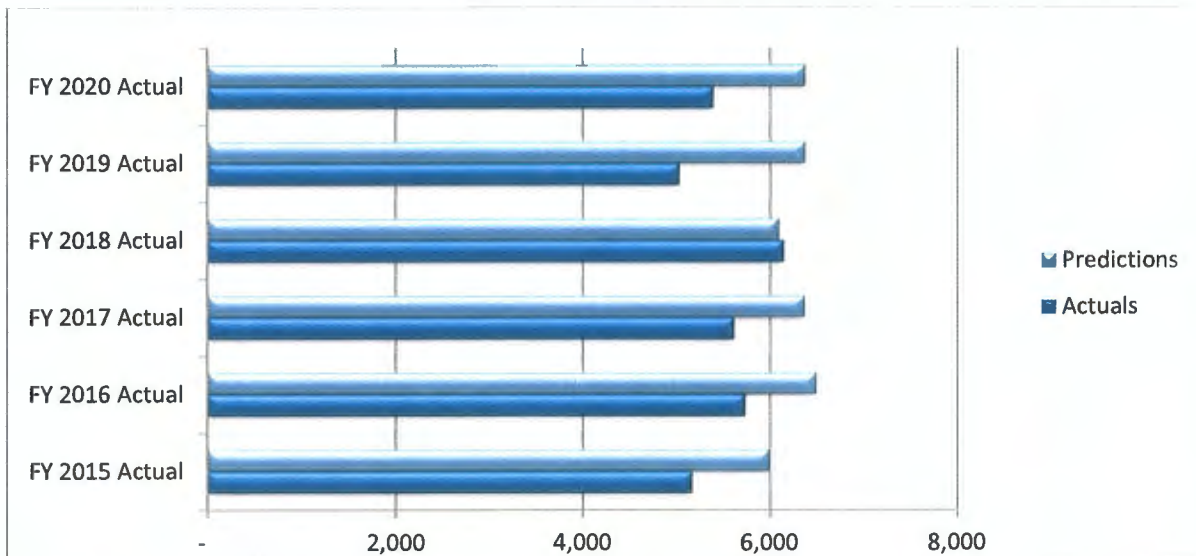
CHART 3



Total gallons delivered vs. volumetric predictions

(Includes raw water)

CHART 4





Programs

As the focal point for key resource decisions, the budget process is a powerful tool. The *National Advisory Council for State and Local Budgeting* (NACSLB) was created in 1997 to provide assistance to governments in improving their budgeting processes. In fulfilling that role, the NACSLB set forth a voluntary framework that provides budgeting guidance for state and local governments. The NACSLB established “Best Budgeting Practices” (BBP) which link budget decisions to desired outcomes consistent with organizational goals. This budget incorporates many BBP’s set forth by NACSLB.

While local governments struggle with declining revenues, *Outcome-based* budgeting has become an increasingly important national budgeting standard. This type of advanced budgeting links resources to key business strategies and performance indicators. This “performance-based” approach connects key financial decisions to interdependent concepts of strategy, planning, business execution and measurement. Hence, this budget document contains more than a tabulation of financial figures. Rather than narrowly focusing on expenditures, we’ve established a structure for measuring the “value” citizens receive for their dollars by quantifying organizational achievement. In other words, the heart of this budget centers on determining how well the BDD executes its core business functions. We’ve shifted the focus from “paying for costs” to “buying results”. In addition, this budget simultaneously unifies our financial planning efforts with the *High Performance Organization* (HPO) principles which have become thriving core values of the BDD’s working culture.

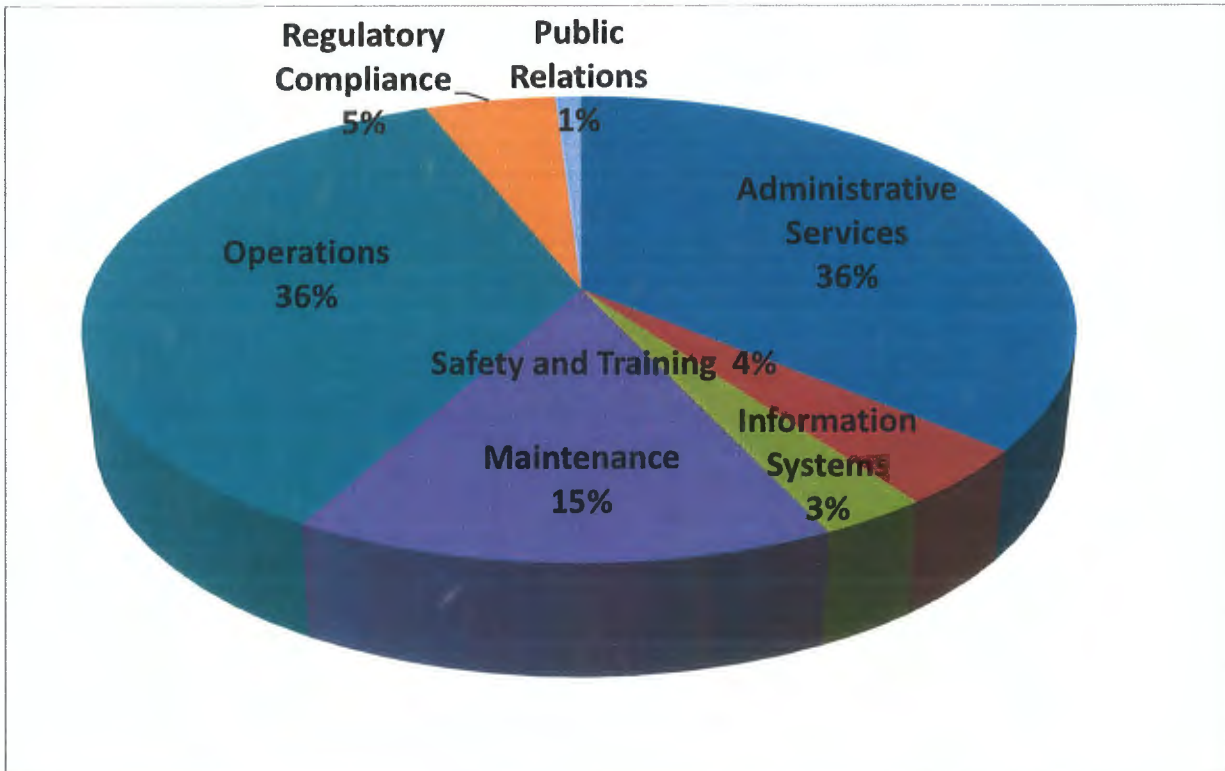
The BDD is divided into seven (7) key programs with explicit business functions as shown in Table G. Each Program was developed to support specific goals and objectives. These business activities encompass all functions necessary to operate the water treatment plant, maintain full regulatory compliance, execute Fiscal Agent responsibilities, and optimize infrastructure investments through comprehensive asset management.



TABLE G

Key Program	Business Function
1. Operations	Produce high quality drinking water
2. Regulatory Compliance	Provide full compliance with State and Federal water quality standards
3. Asset Management and Maintenance	Provide cost-effective maintenance services to BDD Operations and optimize infrastructure life-cycle costs
4. Safety and Training	Provides full compliance with State and Federal Health and Safety Regulations
5. Administrative Services	Provides general oversight and management support. Provides accounting, budgeting, procurement and payroll services as well as records management.
6. Information Systems	Provides automation security and communications services
7. Public Relations	Provides public outreach and awareness

CHART 5





Program Budget Comparison

The expenditure budgets for these seven key programs are presented below. Total program funding includes all employee wages and benefits for full time equivalent employees, and associated overhead expenses. These key programs incorporate all business expenses necessary to execute core business functions, and allow the reader to understand how limited resources are allocated within the budget.

Strategic Goals – Supported by program resources

- ✚ **Operations** – To ensure the highest standard of water quality, using the most efficient and up to date water production methods.
- ✚ **Regulatory** – To maintain and improve LANL/DOE monitoring program.
- ✚ **Maintenance** – To equip the staff with the tools and equipment to efficiently and effectively maintain and repair the assets of the BDD.
- ✚ **Safety & Training** – To promote and assure workplace safety and health in preventing workplace injuries.
- ✚ **Administrative Services** – To operate and maintain the BDD within budget and in accordance with the governing documents.
- ✚ **Information Systems** – To maintain and support all automation and security systems.
- ✚ **Public Relations** – To coordinate, create and support key events for the BDD outreach program.

BDD Operating Budget – by Program

TABLE H

	FY 2020 Adopted Budget	FY 2020 Actuals 6/30/2020	Variance \$ (Under) or Over Budget	FY 2021 Adopted Budget	FY 2022 Adopted Budget	\$ Change FY 2022 vs FY 2021
Expenditures by Program:						
1. Operations (16 FTE)	\$3,398,845	\$2,926,671	\$ (472,174)	\$2,996,634	\$ 3,198,652	\$ 202,018
2. Regulatory Compliance (2 FTE)	476,552	481,037	4,485	469,243	452,365	(16,878)
3. Maintenance (8 FTE)	1,439,561	1,081,446	(358,115)	1,341,010	1,312,139	(28,871)
4. Safety and Training (1 FTE)	346,587	312,799	(33,788)	322,741	331,841	9,100
5. Administrative Services (3 FTE)	2,948,410	3,239,815	291,405	2,989,455	2,897,979	(91,476)
6. Information Systems (2 FTE)	674,793	228,944	(445,849)	235,489	283,540	48,051
7. Public Relations (1 FTE)	91,017	73,778	(17,239)	76,784	76,784	-
Total Expenditures (33 FTE)	9,375,765	8,344,490	(1,031,275)	8,431,356	8,553,300	121,944
Fiscal Agent Fee	320,644	320,644	-	332,359	289,411	(42,948)
Total	\$9,696,409	\$8,665,134	\$(1,031,275)	\$8,763,715	\$ 8,842,711	\$ 78,996



Emergency Reserve Fund (ERF)

The Project Management and Fiscal Services Agreement, Article 3. (E.) requires the BDD Board create an Emergency Reserve Fund, and establish procedures for its management. The Emergency Reserve Fund provides immediate reserves for unforeseen or catastrophic infrastructure failures that render facilities unable to deliver water at the needed capacity. The Project Manager, in consultation with the partners, must submit to the BDD Board an analysis of the funds required for an emergency reserve and suggest procedures for creation of and management of the Emergency Reserve Fund.

The BDD Board approved the Emergency Reserve Fund policy and funding contributions as part of the Fiscal Year 2012 budget request. This policy established target balances, replenishment requirements and funding allocations.

Emergency Reserve Fund Balance

TABLE I

Emergency Fund	City of Santa Fe	Santa Fe County	Las Campanas Club	Las Campanas Coop	Balance
Fund Balance at June 30, 2020	1,347,979	480,965	130,775	103,777	2,063,495

As of June 30, 2020 the Emergency Reserve Fund remained fully funded to its targeted balance of \$2,000,000. As per the BDD Working Capital and Billing Policy, these funds are interest bearing and are allocated to the partners based on the percentage of cash held in their respective accounts at the end of each fiscal year.



Major Repair and Replacement Fund (RRF)

The BDD Board approved the Major Repair and Replacement Fund as part of the Fiscal Year 2012 Budget. Per the Major Repair and Replacement Fund policy these funds are to receive yearly contributions held in reserve to support major repair and replacement costs of facility equipment and systems.

The BDD Board has authorized expenditures of \$556,759 for repair and replacement of system equipment in accordance with the policy. These authorizations, upon expenditure will reduce the available balance in this fund. The Major Repair and Replacement fund will continue to receive yearly contributions in accordance with the policy.

Major Repair and Replacement Fund Balance

TABLE J

Major Repair & Replacement	City of Santa Fe	Santa Fe County	Las Campanas Club	Las Campanas Coop	Balance
Balance as of June 30, 2020	1,417,388	493,323	40,281	36,799	1,987,791
2021 Contributions	445,545	156,494	10,769	13,898	626,706
Funds authorized for expenditure	(395,818)	(139,027)	(9,567)	(12,347)	(556,759)
Projected Fund Balance	1,467,115	510,789	41,483	38,351	2,057,738

Major Repair and Replacement Fund Fiscal Year 2019 Contributions

TABLE K

Major Repair & Replacement	City of Santa Fe	Santa Fe County	Las Campanas Club	Las Campanas Coop	Balance
2022 Proposed Contributions	445,545	156,494	10,769	13,898	626,706

With the approved contribution and no additional authorizations, the fund balance will be \$2,684,444 for fiscal year 2022.

Capital Assets Management

The BDD staff has begun work on maintaining our capital asset and replacement system with software upgrades, data verification and vehicle replacement schedule and policy. Our goals and initiatives are to continue to work on development of a multi-year projected asset plan, funding requirements, and related replacement/disposal policy.



Budget Summary

The Buckman Direct Diversion Board has adopted the funding for the Fiscal Year 2022 Operating Budget of \$8,842,711 plus the annual contribution of \$626,706 for the Major Repair and Replacement Fund for a total budget of \$9,469,417. We appreciate the input and support from our partners and our Buckman Direct Diversion Board Members.

Fiscal Year 2022 Funding Allocation

TABLE L

Funds	City of Santa Fe	Santa Fe County	Las Campanas (Club)	Las Campanas (Coop)	Total
Operating Fund	\$6,176,200	\$2,309,721	\$ 56,446	\$ 72,844	\$ 8,615,211
			PNM Solar Rebate Revenue		120,000
				Federal Funds	96,000
				County Conservation Fee	11,500
					\$ 8,842,711
Major Repair & Replacement Fund	445,545	156,494	10,769	13,898	626,706
Total Fiscal Year 2022 Request	\$6,621,745	\$2,466,215	\$ 67,215	\$ 86,742	\$ 9,469,417

Memorandum



Buckman Direct Diversion

Date: July 1, 2021
To: Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager
Subject: Budget Amendment Resolution (BAR)

ITEM:

Request for approval of a Budget Adjustment Resolution.

BACKGROUND:

The Buckman Direct Diversion prepares monthly budget projections which are used to evaluate current and future spending. These projections assist in determining our financial needs by budgeted line item and major category. The projections indicate a shortfall in the electricity category.

This request will move \$60,000 from salary savings and \$100,000 from Material & Supplies to the electricity category. This budget adjustment will make funds available to cover electricity expenses through the end of the fiscal year. Any unexpended amounts will remain in the fund as uncommitted budget. This request will not cause an increase to our current operating budget and is in accordance with our BDD Working Capital and Billing Policy.

ACTION REQUESTED:

Staff recommends approval of the attached Budget Adjustments Request to our adopted FY2021 Operating Budget to move funds to Electricity.

<u>Category</u>	<u>Munis Org/Account</u>	<u>Amount</u>
Salaries & Benefits	8000801.500110	(\$60,000)
Materials & Supplies	8000801.520100/520150	(\$100,000)
Electricity	8000801.514050	\$160,000

FY 2021 Total Budget Net Effect \$0

Approved by BDDDB July 1, 2021

Commissioner Anna Hansen, BDDDB Chair



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



Log # <i>{Finance use only}</i> :	
Batch # <i>{Finance use only}</i> :	

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion	DATE 6/24/2021
------------------------------------------------------------	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Salaries	8000801	500110			(60,000)
Rep & Maint Building Struct	8000801	520100			(60,000)
Rep & Maint System	8000801	520150			(40,000)
Electricity	8000801	514050		160,000	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

\$ 160,000	\$ (160,000)
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To move budget from salaries and materials and supplies to electricity to cover projected shortfall.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

BDDDB Approved 7/01/2021

Rick Carpenter	6/24/2021	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/> Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	Budget Officer _____ Date
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i> _____ Date
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i> _____ Date