

# AGENDA



BUCKMAN DIRECT DIVERSION BOARD  
JULY 07, 2022 AT 4:00 PM  
COUNCIL CHAMBERS  
CITY HALL  
200 LINCOLN AVENUE



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## PROCEDURES FOR BUCKMAN DIRECT DIVERSION COMMITTEE MEETING

Join on Zoom: <https://santafenm-gov.zoom.us/j/83493053589>

Meeting ID: 834 9305 3589

By Phone: 646 931 3860 US – Meeting ID: 834 9305 3589

**Written Public Comment:** Members of the public may submit written comments on legislation by clicking on the comment bubble to the right of the meeting on the public portal at <https://santafe.primegov.com/public/portal> three hours prior to the start of the meeting.

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
  - a. Approval of Minutes from the June 02, 2022 Buckman Direct Diversion Board Meeting.
6. **PRESENTATION/INFORMATIONAL ITEMS**
  - a. Monthly Update on the BDD Operations. (Randy Sugrue, BDD Operations Superintendent, [rcsurgue@santafenm.gov](mailto:rcsurgue@santafenm.gov), 505-955-4507)
  - b. Report from Facilities Manager.(Verbal)(Rick Carpenter, BDD Facilities Manager, [rrcarpenter@santafenm.gov](mailto:rrcarpenter@santafenm.gov), 505-955-4207)

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- c. Report on the June 30, 2022 Fiscal Services Audit Committee (FSAC) (Verbal)(Antoinette Armijo-Rougemont, BDD Accounting Supervisor, [amarmijo@santafenm.gov](mailto:amarmijo@santafenm.gov))
  - d. Buckman Direct Diversion Audit: Update on City of Santa Fe Fiscal Year 2021 Audit (Verbal) (Ricky Bejarano, Accounting Office, [rabejarano@santafenm.gov](mailto:rabejarano@santafenm.gov))
  - e. Report and Update regarding the May 26, 2022 Annual Review Meeting pursuant to Section H of the 2022 Memorandum of Understanding between the US DOE, Office of Environmental Management, Los Alamos Field Office and the Buckman Direct Diversion Board Regarding Notification of Streamflow and Water Quality Monitoring in Los Alamos and Pueblo Canyons. (Rick Carpenter, BDD Facilities Manager, [rrcarpenter@santafenm.gov](mailto:rrcarpenter@santafenm.gov), 505-955-4206 and Kyle Harwood, Counsel, [kyle@egolflaw.com](mailto:kyle@egolflaw.com), 505-986-9641).

## 7. ACTION ITEMS: CONSENT

- a. Request for approval of Amendment No. 1 to the Service Agreement #21-0521 with Alpha Southwest Inc. to extend the term to a date of June 30, 2023. (Monique Maes, Contract Administrator, [1-505-955-4508](tel:1-505-955-4508) [mmmaes@santafenm.gov](mailto:mmmaes@santafenm.gov))
- b. Request for approval of Amendment No. 3 to the Service Agreement # 19-0301 with Alpha Southwest, Inc. to extend term to a date of April, 4<sup>th</sup> 2023, and increase compensation in the amount of \$60,000.00 plus applicable tax, to provide on-call emergency repair services. (Monique Maes, Contracts Administrator [1-505-955-4508](tel:1-505-955-4508) [mmmaes@santafenm.gov](mailto:mmmaes@santafenm.gov))
- c. Request formal adoption of the Fiscal Year 2023 Annual Operating Budget in the amount of \$8,235,780, plus \$1,000,000 in contributions to the Major Repair and Replacement Fund. (Rick Carpenter, BDD Facilities Manager, [rrcarpenter@santafenm.gov](mailto:rrcarpenter@santafenm.gov), 955-4507, and Antoinette Armijo-Rougemont, [amamrijo@santafenm.gov](mailto:amamrijo@santafenm.gov), 955-4506)

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## 8. ACTION ITEMS: DISCUSSION AND ACTION

- a. Request for approval to extend chemical contract bids for an additional year from various awarded vendors for a total amount of \$791,288 for FY22/23 (Monique Maes, Contracts Administrator [1-505-955-4508](tel:1-505-955-4508) [mmaes@santafenm.gov](mailto:mmmaes@santafenm.gov))

## 9. MATTERS FROM THE PUBLIC:

## 10. MATTERS FROM THE BOARD

## 11. NEXT MEETING: Thursday, August 4, 2022 at 4:00 PM

## 12. ADJOURN

**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 2, 2022**

**1. CALL TO ORDER**

This regular meeting of the Santa Fe County & City Buckman Direct Diversion Board meeting was called to order by Chair Carol Romero-Wirth at approximately 4:05 p.m. in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

Pursuant to continued concerns regarding COVID-19, this meeting was conducted on a hybrid platform incorporating both in-person and virtual participation.

**2. ROLL CALL:** Roll was called and a quorum was present as shown:

**BDD Board Members Present:**

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

**Member(s) Excused:**

None

**Others Present:**

Rick Carpenter, BDD Facilities Manager  
Nancy Long, BDD Legal Counsel  
Jamie-Rae Diaz, Administrative Manager  
Antoinette Armijo-Rougemont, BDD Financial Manager  
Monique Maes, BDD Contract Administrator  
Randy Sugrue, BDD Operations Superintendent  
Bernardine Padilla, BDD Public Relations Coordinator  
Rachel Brown, County Interim Attorney  
Marcos Martinez, Senior Assistant City Attorney  
Regina Wheeler, City Public Works Director  
Caryn Gross, City Project Administrator  
Jay Lazarus, Glorieta Geoscience  
Cheryl Rodriguez, DOE EM-LA  
Christian Maupin, DOE-N3B

### **3. APPROVAL OF AGENDA**

There were no changes to the agenda and Commissioner Hansen moved to approve as published. Her motion was seconded by Mr. Helms and passed by unanimous [5-0] voice vote.

### **4. APPROVAL OF CONSENT AGENDA**

Commissioner Hansen requested pulling items 7. F and G. Councilor Villarreal requested pulling item 7.C.

Councilor Villarreal moved to approve the consent agenda as amended and Commissioner Hansen seconded. The motion passed by unanimous [5-0] voice vote.

#### **Consent Agenda Items:**

- a. **Request for Approval of Amendment No. 4 to Service Agreement 19-0056 with B&D Industries, Inc., to extend the term of the Agreement and to increase compensation by \$55,000, plus applicable New Mexico gross receipts tax for fiscal year 2023**
- b. **Request for Approval of Amendment No. 1 to Professional Service Agreement 21-0421 with Daniels Insurance to extend the term of the Agreement and to increase the compensation in an amount up to \$150,000 plus applicable New Mexico gross receipts tax for fiscal year 2023**
- c. Removed. [See page 6]
- d. **Request for approval of Amendment No. 5 to the Legal Service Agreement 19-0246 with Long Komer and Associates, P.A. to extend the term of the Agreement to March 6, 2023 and to increase compensation by \$240,000.00 plus applicable New Mexico gross receipts tax.**
- e. **Request for approval of Amendment No. 1 to Professional Service Agreement 22-0059 with IntraWorks, Inc. to extend the term of the Agreement for fiscal year 2023**
- f. Removed [See page 7]
- g. Removed [See page 9]

### **5. APPROVAL OF MINUTES**

- a. **May 5, 2022 Buckman Direct Diversion Board Meeting Minutes**

There were no changes to the minutes. Commissioner Hansen moved to approve the minutes as published. Councilor Villarreal seconded and the motion passed by unanimous [5-0] voice vote.

### **6. PRESENTATION/INFORMATIONAL ITEMS**

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

CHAIR ROMERO-WIRTH: This is the monthly update of the BDD operations; Randy Sugrue. And welcome back in person.

RANDY SUGRUE (Operations Superintendent): Thank you very much, Madam Chair, members of the Board. My report on BDD operations for the month of May 2022. Our diversions averaged around 5.7 million gallons per day. Drinking water deliveries to City and County our 4, 5A average about 4.9 mgd. Las Campanas is diverting, on average, about .58 million gallons a day. On-site treated and non-treated storage .21 mgd. BDD providing about 44 percent of the water supplied to the City and County for the month. You can see on the graph on page 1, somewhat below our 10 year average. That's accounted for because Canyon Road had ramped up quite a bit to bring the reservoir levels down and now the scales are going in the other direction . BDD production is coming up a bit.

Regional water use for the month of May averaged 11.1 mgd, that's rising a bit as the weather warms. Rio Grande flows averaged 1,500 cfs and that's now down somewhat below 1,000 but fairly stable. Nichols and McClure combined storage is 27.3 percent a couple of weeks ago and that has come down a bit. The watershed inflow at that time was 4.6 mgd and that has also down now that we've had some warm weather and the snow is mostly melted. The San Juan-Chama storage graph hasn't been updated but there hasn't been much of a change in our storage levels up in the reservoirs. The summary, certainly we can tell La Niña is still present. There is a little bit of precipitation possible in the near future so let's hope for the best. If there's any questions, I stand for questions.

CHAIR ROMERO-WIRTH: Thank you. Questions from the committee? I don't see any, so thank you.

MR. SUGRUE: Thank you very much.

**b. Report from the Facilities Manager**

RICK CARPENTER (BDD Facilities Manager): Thank you, Madam Chair. It is good to be back with all of you in person after such a long time. I have a couple of items to report out on. Good news, the administrative assistant position has been posted. So that's out there and we'll hope for the best on that. I was looking forward also to reporting out that we received a list of eligible candidates for our instrumentation and control tech position; it has been very, very difficult to fill through the years. We received paperwork on that position – the gentleman looked very, very good on paper. Very well qualified. However, just before this meeting started, he called and withdrew and said he was no longer interested. I don't know why. So I'm disappointed there.

The other thing just to let the Board know, our granular activated carbon filters, we call them GAC, they're sort of a pinch point right now for us. We're having a hard time finding them from the vendors. We think we have located one, hopefully a good one, we'll have on line within two to three weeks. As it stands now it is constraining our ability to produce a lot of water. We're still into 7 mgd which is okay for now but we need to get that back before demand goes much higher.

Madam Chair, that concludes my report.

CHAIR ROMERO-WIRTH: Thank you. Questions from the committee: Commissioner Hamilton.

CHAIR HAMILTON: Just curiosity, is this like a supply chain – one of the classic current issues.

MR. CARPENTER: There's some specialized parts in actuators, high tech and we can't find them.

CHAIR ROMERO-WIRTH: Other questions from the committee? Okay, we'll look to hear more on that.

**c. BDD Technical Working Group Monthly Report**

MR. CARPENTER: Yes, Madam Chair. I'd like to thank you and Commissioner Hamilton for participating in that meeting with the Technical Working Group, it's a great help having you on there. At the direction of the Board we did form the Technical Working Group. We've had several meetings since the last Board meeting. The last Technical Working Group meeting, the group thought it would be wise to recommend utilizing one or both of the existing on-call engineering firms that the Water Division has. They are both very fine engineering firms that are already under contract and it we could be pretty expedient getting them up to speed. The scope of work for one or both of those firms would include identifying the basic problem issues and what we are trying to solve and that would include doing the existing whitewater engineering reports, interviewing BDD staff, maintenance and operations status and reviewing and analyzing data. Another task that we think would be an idea for this group to do would be to analyze and make recommendations on the most appropriate project delivery methods that a second engineering firm would undertake when they do design of the structure. The project delivery completing design-build, design-build [audio interference-] – and then we'd make a recommendation to the Board.

Future work that we might be recommending back to this Board in the near term would be for this on-call engineering firm to develop a scope of work that the design and construction firm would follow. That would be included at the end of the procurement documents are produced to assist us with procurement and again designing whichever project is to be realized. With that, Madam Chair, I stand for questions.

CHAIR ROMERO-WIRTH: Questions. Commissioner Hansen.

COMMISSIONER HANSEN: Thank you, Madam Chair. Thank you, Rick. So I think that sounds good. I don't see anything about diversion. Is that part of the plan to look at rebuilding the diversion?

MR. CARPENTER: Absolutely.

COMMISSIONER HANSEN: Okay. But then also, in the past the City has had a lengthy procurement process. Is there any way we can improve that or make sure we have a more expedient method because if you're having problems right now with supply chain it's going to be an issue for the next couple – well, at least for another year I would think if not longer.

MR. CARPENTER: Yes, Madam Chair and Commissioner, we've had a lot of discussions around that issue in the Technical Working Group. It's one of the reasons that we'd like to get one of those on-call firms signed up and tasked right away so they can start right away. And by right away I mean next week. And then get a head start because of the supply chain issues identifying what we need to order as soon as we know because of those long lead times. But that is what we have envisioned with the on-call firms.

COMMISSIONER HANSEN: And then, Madam Chair, Rick, at the County we had success with a design-build as a process of getting things done more expediently within a good price range. I would think that that is something that we should look at.

MR. CARPENTER: Yes, Madam Chair and Commissioner, we have had some discussions around that with John Dupuis with the County has a lot of experience with that as well. That's one of the recommendations that we'll be bringing back to the Board on what that project method ought to be

COMMISSIONER HANSEN: That's all I have for right now, thank you.

CHAIR ROMERO-WIRTH: Mr. Helms.

MR. HELMS: I just have a simple question and maybe it would be directed to the Chair who is a member of the City Council and also to our lawyer. I know the County has a sole-source process that can be tapped in to; does the City also? So why can't you tap into sole-source?

MR. CARPENTER: The sole-source could be done. It would take longer than simply writing a task for an existing contract.

MR. HELMS: Really?

MR. CARPENTER: That's correct.

MR. HELMS: Why is that?

MR. CARPENTER: For one thing, you have to post a sole-source for 30 days.

MR. HELMS: Thank you.

CHAIR ROMERO-WIRTH: Other questions? Okay, thank you.

**d. Report on May 26, 2022 Fiscal Services Audit Committee (FSAC)**

ANTOINETTE ARMIJO-ROUGEMONT (BDD Accounting Supervisor): Good afternoon, Madam Chair and members of the Board. We did hold a FSAC meeting on May 26<sup>th</sup> at 2:30 via Zoom. In attendance was myself, Chair Romero-Wirth, Monique Maes, Brad Fluetsch, he's the City Cash and Investment Officer, our attorney Nancy Long and John Dupuis.

We reviewed all of the contract amendments that are on today's agenda. Brad inquired about the insurance coverage so we decided to meet in order to review all of the policies for the BDD and the City to ensure that there's no double coverage as well as gaps in coverage. And also Brad will start appearing on the Board agenda beginning in July to provide quarterly reports to the Board regarding the investment strategies for the settlement funds. That about wraps it up, are there any questions?

CHAIR ROMERO-WIRTH: Questions from the committee? Thank you.

**e. Buckman Director Diversion Audit: Update on City of Santa Fe Fiscal Year 2021 Audit**

CHAIR ROMERO-WIRTH: We were to have an update on the City of Santa Fe fiscal year 2021 audit. I have been texting, calling, emailing staff – I don't see them in the room. I can tell you that it was reported to the Finance Committee on Tuesday night that the plan for moving forward was due to the State Auditor on the Friday before Memorial Day and that plan was submitted. It is under review by the State Auditor's Office

and we are now waiting their response to that and work continues on all of the other things that are necessary to get that in line. So that's what I know. Commissioner Hansen.

COMMISSIONER HANSEN: Is it possible that they will come to our July meeting with a full report?

CHAIR ROMERO-WIRTH: Yes, sure. And, again, maybe they'll pop in here in a bit. Any other questions on this? And if they do show up, we'll go back to it.

## 7. CONSENT ITEMS

### c. **Request for approval of Amendment No. 5 to Professional Services Agreement 19-0302 with Glorieta Geoscience, Inc. to extend the term of the Agreement and to increase compensation by \$55,000.00 plus applicable New Mexico gross receipts tax for fiscal year 2023.**

CHAIR ROMERO-WIRTH: And we have Monique Maes, our contract administrator here with us. Councilor Villarreal.

COUNCILOR VILLARREAL: I just had a couple of quick questions, nothing major. I was trying to go back to understand what Glorieta Geoscience does for us and I couldn't really determine that from the memo and then I went back to a past memo and it didn't really say much. Can you tell us or remind me at least to let us know what contractual services they provide for us specifically and then a little bit about –

MR. CARPENTER: Madam Chair, as far as Glorieta Geoscience's scope of work, I think it would be more appropriate if I took that question. If I may, Glorieta provides technical oversight especially for sampling analysis and sampling protocols. They are working with me right now on issues around sediment migration and that has come up a little bit with LANL as well. They are helping with the OSE permit application that this Board protested along with that there are the chromium-6 issues that they are working on. And just general technical experts for us.

COUNCILOR VILLARREAL: Thank you. And then the other question was just an explanation about the increases within the last two months and what was the reason for the adjustment of money?

MONIQUE MAES (BDD Contract Administrator): The increased compensation for this fiscal year, 2022, by \$36,624, we are going to be approaching our next fiscal year, 2023, and we also will be increasing compensation by \$55,000.

COUNCILOR VILLARREAL: Is that because of increase work that they provided for us?

MR. CARPENTER: Madam Chair, members of the Board, Councilwoman, the \$55,000 is for anticipated work that they'll be doing next year that an increase in their scope of work.

COUNCILOR VILLARREAL: Increase in their scope of work, you said?

MR. CARPENTER: Correct.

COUNCILOR VILLARREAL: Okay. I can't hear well when wearing a mask.

CHAIR ROMERO-WIRTH: Yes, please, if everybody would get close to their mikes that really does help particularly from the presentation podium.

COUNCILOR VILLARREAL: Thank you and that's all I have. Move to approve.

COMMISSIONER HANSEN: I second. And I have a question.

CHAIR ROMERO-WIRTH: We have a motion and a second and we have further discussion. Commissioner Hansen.

COMMISSIONER HANSEN: I know – I heard that you had your annual meeting with LANL, was Glorieta Geoscience involved in that?

MR. CARPENTER: I too am having a hard time hearing.

COMMISSIONER HANSEN: I'm sorry. BDD had its annual with LANL, was Glorieta Geoscience involved with that?

MR. CARPENTER: Madam Chair, members of the Board, we did have an annual meeting with LANL, that was last week. Glorieta Geoscience was not at that meeting but we did have James Bearzi there.

COMMISSIONER HANSEN: Okay, so I'll wait with that question under matter from the board.

CHAIR ROMERO-WIRTH: Thank you. Any other questions on this item?

**The motion passed by unanimous [5-0] voice vote.**

- f. Approval of Amendment #1 to United States Forest Service Permit ESP104603 for solar arrays at Buckman Direct Diversion Booster Station 1A and Raw Water Lift Station to add archaeological assessment and oversight**

CHAIR ROMERO-WIRTH: This was pulled by both Commissioner Hansen and Councilor Villarreal. We have Caryn Grosse, the Project Administrator and Director of Public Works Regina Wheeler. And both Commissioner Hansen and Councilwoman Villarreal pulled this.

COMMISSIONER HANSEN: Thank you. Thank you for being here, Caryn it is nice to see you in person and Regina, also, of course.

So my concern is that when I was chair of this Board at one point Rick had mentioned that there was some people out moving dirt and I think this must have happened with the contractor and so what I am concerned about with any contractor and especially even this project is why was there not discussion or a notification to the BDD director/facilities manager or notice that these people were going out there. It disturbs me that an archaeological site was disturbed and that the contractor went out there without any direction and there was not any oversight.

CARYN GROSSE (Project Administrator): Chairwoman Romero-Wirth, Commissioner Hansen, thank you for bringing this up. Unfortunately, the subcontractor was eager to get a head start on it and did not notify us that this was going to occur. We have since required that they make any schedule changes in writing and receive any confirmation in writing before proceeding with work so this will not happen again.

COMMISSIONER HANSEN: I think it's really important that we have a procedure in place when we sign a contract with somebody that they're notified that they have to notify us before they go out onto any of land on Caja del Rio where there are many sacred sites and many archaeological places. Our Commission recently passed a resolution to protect the Caja del Rio and I know the Councilwoman Villarreal has a

resolution in the works and I think that both of our bodies are very concerned about the Caja del Rio and having something like this happen just hurts my heart. And I don't want to see something like this happen again.

MS. GROSSE: I will do everything within my ability to make sure that it does not occur again.

COMMISSIONER HANSEN: Thank you. Thank you, Madam Chair.

CHAIR ROMERO-WIRTH: Other questions? You pulled this item as well, Councilwoman.

COUNCILOR VILLARREAL: Thank you, Madam Chair. Just to understand the sequence of event. The contractor was Positive Energy; is that correct?

MS. GROSSE: That is the subcontractor, yes.

COUNCILOR VILLARREAL: And the main contractor that has communication with us is –

MS. GROSSE: Yearout Energy Services.

COUNCILOR VILLARREAL: All right. I was trying to understand the process and how that works. Maybe you could explain that to me. I did read the memos that were to you but ultimately it is Yearout who has to be responsible for all the fees that were associated. One is just a fee, I think with the National Park Service – an initial \$1,200 fee. And then they followed up with a memo that talked about \$13,000 that would have to be paid for the assessment; did I get that right?

MS. GROSSE: That is correct. There was a cost recovery fee from the U.S. Forest Service which has already been paid. And we have engaged here a right-of-way to do the archaeological damage assessment as well as to provide monitoring as recommended by the U.S. Forest Service. The City and their contractors will be responsible for making sure that those fees are paid.

COUNCILOR VILLARREAL: And then you'll just facilitate that, you're kind of the intermediary for that?

MS. GROSSE: Yes, ma'am.

COUNCILOR VILLARREAL: Yearend [sic] has to pay for all of that and we don't have any expense at the City side or BDD other than the fence; right? It said in the memo a fence replacement or –

MS. GROSSE: The fence was cut and we will ensure that it is repaired.

COUNCILOR VILLARREAL: Is that the City then that has to pay for that or is that BDD?

MS. GROSSE: It will be the contractor.

COUNCILOR VILLARREAL: And I'm assuming it was part of the historical Chili Line Rail.

MS. GROSSE: Yes, ma'am.

COUNCILOR VILLARREAL: I was trying to dig through this and trying to figure out what it was – I wasn't familiar with an archaeological site in that area. I am concerned about this. I never heard of a contractor that is so eager to start things – we don't really have that situation happen for us at the City. It's usually just tough to get people to start working because they have a lot of other projects. Unfortunately, Yearout is still part of our contractor, right, it's still going to be our partner?

MS. GROSSE: Yes.

COUNCILOR VILLARREAL: Ultimately with things like this we don't work with contractors that mess up like this. But I guess they're the expert for the actual product, they're going to be installing the infrastructure.

MS. GROSSE: Yes, Yearout Energy Services is ESCO that we are using for this project and they have committed to making sure that this does not occur again.

COUNCILOR VILLARREAL: Okay. It is disappointing and I hope it's not something that – I mean it's hard to say whether something was destroyed versus disturbed but I guess the assessment will tell us that.

MS. GROSSE: Yes, ma'am. The damage assessment will take place next week based on the pictures it is our anticipation that it will be primarily soil disturbance but we won't know for sure until that it completed.

COUNCILOR VILLARREAL: Thank you, Chair.

CHAIR ROMERO-WIRTH: Commissioner Hansen.

COMMISSIONER HANSEN: I would move to approve --

CHAIR ROMERO-WIRTH: If I can, Commissioner, I have a specific motion for this item written by our attorney.

COMMISSIONER HANSEN: Okay.

CHAIR ROMERO-WIRTH: Here's the motion: Move to approve Amendment No. 1 to the United States Forest Service permit for solar arrays at the BDD project subject to the condition that the City of Santa Fe shall be responsible for all costs and obligations required by the amendment.

COMMISSIONER HANSEN: Second.

CHAIR ROMERO-WIRTH: Is there discussion on the motion?

**The motion passed by unanimous [5-0] voice vote.**

**g. Request for Approval of a Budget Adjustment Resolution for Electricity**

CHAIR ROMERO-WIRTH: We have Antoinette Armijo-Rougemont our Accounting Supervisor and Commissioner Hansen you pulled this off.

COMMISSIONER HANSEN: Yes, I just wanted a little more detail on this. If you could give me a little more detail.

MS.ARMISO-ROUGEMONT: Sure. During our analysis of our yearend costs we discussed we were short, we were going to be short in our electricity line item. So this is one of those variable costs that is very hard to predict. So last year there was actually a BAR done for \$180,000 and in June this year we're doing \$100,000. And that should cover May and June.

COMMISSIONER HANSEN: And are the solar that we have purchased or had installed, is that helping to reduce our electric cost?

MS.ARMISO-ROUGEMONT: Yes, it has reduced our electric costs. I don't have that number with me today but I can get that for you if you'd like.

COMMISSIONER HANSEN: Thank you, I appreciate that. That was all I really had on that question.

CHAIR ROMERO-WIRTH: Great. Commissioner Hamilton.

CHAIR HAMILTON: Thank you. It makes me wonder, this is to cover the remaining time in the current fiscal year.

MS.ARMIDO-ROUGEMONT: Correct.

CHAIR HAMILTON: A similar thing happened last year although obviously the amounts are a bit different. Is this pattern accounted for in the FY23 budget?

MS.ARMIDO-ROUGEMONT: It is.

CHAIR HAMILTON: Good job.

MS.ARMIDO-ROUGEMONT: For example, our current fiscal year budgeted amount was \$872,139. Next year it's \$1.4 million.

CHAIR HAMILTON: Thank you.

CHAIR ROMERO-WIRTH: Any other questions from the Board? Yes, Mr. Egelhoff.

MR. EGELHOFF: Rick, would you attribute the increased electrical cost to on-peak pumping 24-hours a day to meet the demand?

MR. CARPENTER: Madam Chair, Mr. Egelhoff, if I'm understanding your question, we do track on-peak and off-peak. I think it is part of Mr. Sugrue's report. I know it's in the daily report. If you want, I can pull accounting of that. I can provide that.

MR. EGELHOFF: I was just wondering if the increased cost is attributed to [inaudible]

MR. CARPENTER: It's part of our business practice daily.

CHAIR ROMERO-WIRTH: Any other questions from the Board. We need a motion on this.

COMMISSIONER HANSEN: I move to approval of the request for approval of a Budget Adjustment Resolution for electricity.

CHAIR ROMERO-WIRTH: Is there a second?

CHAIR HAMILTON: Second.

**The motion passed by unanimous [5-0] voice vote.**

**8. MATTERS FROM THE PUBLIC – None were presented**

**9. MATTERS FROM THE BOARD**

CHAIR ROMERO-WIRTH: Commissioner Hansen.

COMMISSIONER HANSEN: Thank you, Madam Chair. I am hoping that we will have a report of the annual meeting at our next BDD meeting.

MR. CARPENTER: Madam Chair, Commissioner, yes, that's absolutely correct.

COMMISSIONER HANSEN: Okay. And then possibly we could invite Mr. Mikolanis at some point soon to come to the BDD and give us an update on cleanup and the chromium project and chromium-6 project and other items that they are working on.

MR. CARPENTER: Madam Chair, Commissioner, yes, that was discussed as a possibility and I'm going to try and make that happen. Mr. Mikolanis was, by the way, at the annual meeting.

COMMISSIONER HANSEN: Yes, I only know that because he sent me a belated birthday wish.

MR. CARPENTER: He asked a lot of very good questions about that plan and obviously interested.

COMMISSIONER HANSEN: I'm happy that we have somebody who is interested in BDD. And then my other question was our source water protection plan with Lynn Komer; what's happening with that?

MR. CARPENTER: Madam Chair, Commissioner, that is being worked on by Daniela Bowman, she was the staffer assigned to that and I don't know if it's absolutely complete yet then we'll decide with the Board what the public participation part of that should be.

COMMISSIONER HANSEN: The River Commission and the City of Santa Fe I think did a very good first level of protection plan and I think it was something that this Board would also like to do – [inaudible]

CHAIR ROMERO-WIRTH: Other items from the Board? Yes, Councilwoman Villarreal.

COUNCILOR VILLARREAL: Just an idea and you can take it or leave it y'all. But I was thinking since we haven't been able – well, I'll speak for myself – if we were able to do a site visit at BDD and combine it with a meeting when we have a short meeting so that we would actually have the meeting out there at the BDD and then have a site visit for those that could stick around. Oh, Bernie has something. That's an idea and I haven't been able to get to see the facility and also have one of our meetings at the County Commission Chambers.

BERNARDINE PADILLA (BDD Public Relations Coordinator): We could have a meeting at BDD. Our conference room is a little tight, that's the only thing we have an issue with. With the amount of people that we have today, we probably could fit but it's going to be tight.

CHAIR ROMERO-WIRTH: We can also arrange for a field trip not connected with a meeting and I do think that's a good idea just to lay eyes on what's out there and what we're talking about.

MS. PADILLA: We have had some tours and we've offered a few, so just give us some dates that work. We have some things that are coming up and we'd be more than happy to accommodate.

CHAIR ROMERO-WIRTH: We'll talk about that and maybe we can do it as a Board but not committee time.

MS. PADILLA: And also we have to be careful of the quorum. That's why we've had – like I only invite County and then City and we've been trying to juggle the numbers so that we don't violate the quorum.

CHAIR ROMERO-WIRTH: That's funny because Public Utilities –

CHAIR HAMILTON: You can have a quorum, you just have to publish.

MS. PADILLA: We could do that too.

CHAIR ROMERO-WIRTH: Good. Commissioner Hansen.

COMMISSIONER HANSEN: I was just going to say, you have to publish that we're out there and having a meeting of the BDD. I think it would be good for the entire Board to visit it together. I think it would be a beneficial exercise for all of us.

CHAIR ROMERO-WIRTH: I agree. I'll look into that. Other items from the Board? Mr. Helms.

MR. HELMS: I'd like to support the suggestion of Councilor Villarreal to meet out there. I think it would be great, I really do. But I do have a specific topic that is rather emerging and mysterious this thing, legal counsel to this body may have some interesting news for us or maybe not.

NANCY LONG (BDD Legal Counsel): If you're referring to, Mr. Helms, whether our settlement is finally –

MR. HELMS: Our what?

MS. LONG: Whether our settlement funds have been received and are in the bank, yes. We did receive from the second defendant CDM the payment in May, mid-May, when it was received and the City verified that it is in the bank.

MR. HELMS: Very good, congratulations.

MS. LONG: I assume that's the good news that you'd like to know about.

CHAIR ROMERO-WIRTH: Other items?

**10. NEXT MEETING:** Thursday, July 7, 2022 at 4:00 p.m.

## **10. ADJOURN**

Having completed the agenda and with no further business to come before the Board, Chair Romero-Wirth declared this meeting adjourned at approximately 4:45 p.m.

Approved by:

\_\_\_\_\_  
Carol Romero-Wirth, Board Chair

Respectfully submitted:

Karen Farrell, Wordswork

## **ATTEST TO**

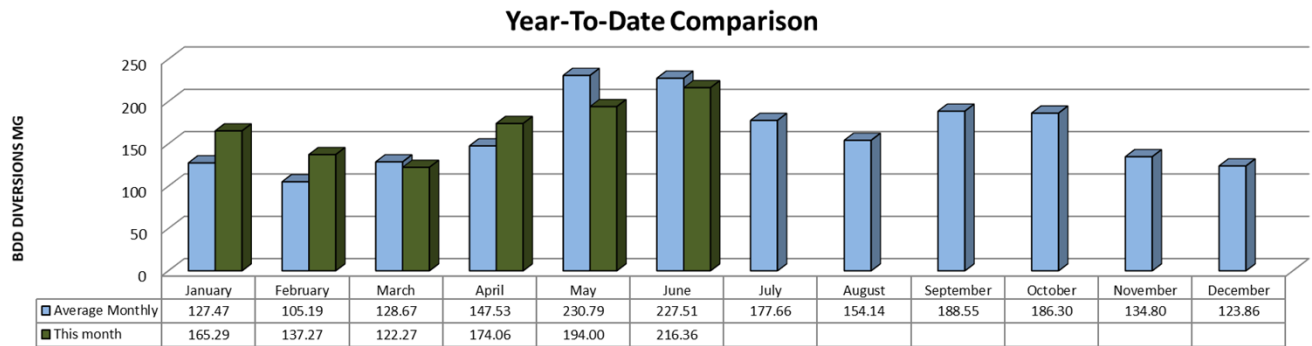
\_\_\_\_\_  
KRISTINE BUSTOS-MIHELIC  
SANTA FE CITY CLERK



**Date:** July 7, 2022  
**To:** Buckman Direct Diversion Board  
**From:** Randy Sugrue, BDD Operations Superintendent  
**Subject:** Update on BDD Operations for the Month of June 2022

**ITEM:**

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of June 2022. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
  - a. Raw water diversions: 7.21 MGD.
  - b. Drinking water deliveries through Booster Station 4A/5A: 5.97 MGD.
  - c. Raw water delivery to Las Campanas at BS2A: 1.01 MG
  - d. Onsite treated and non-treated water storage: 0.23 MGD Average.
2. The BDD is providing approximately 46% percent of the water supply to the City and County for the month.
3. The BDD year-to-date diversions are depicted below:



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



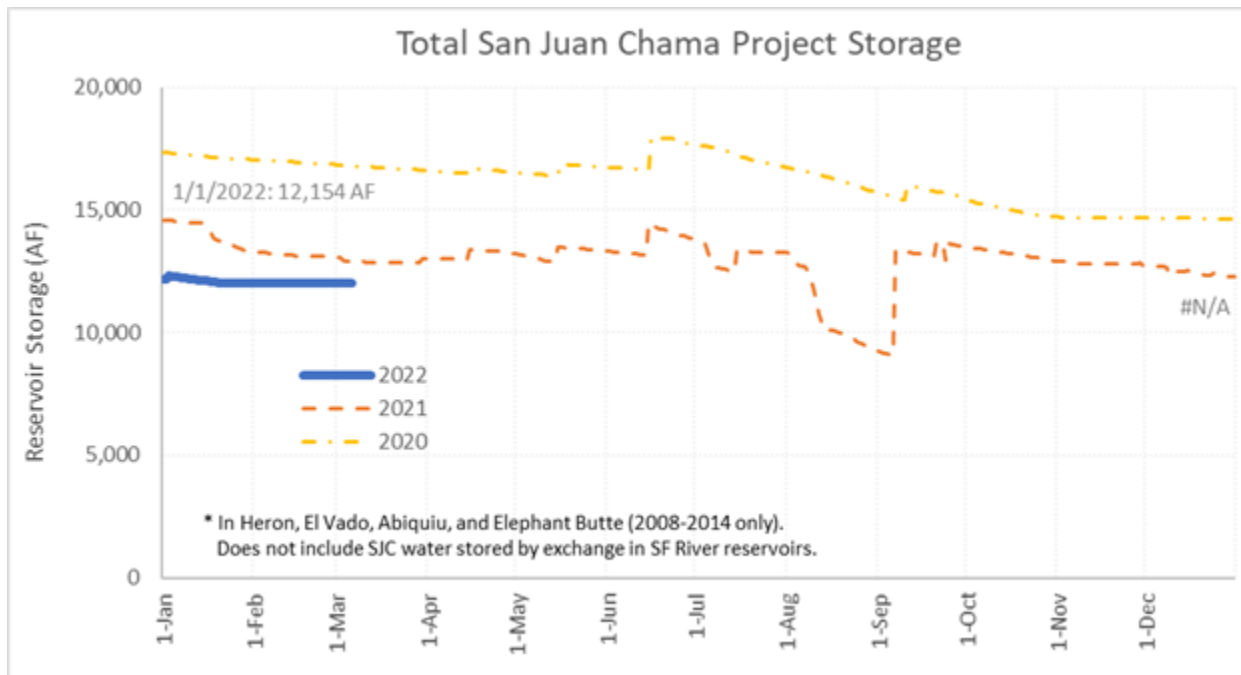
## Regional Water Overview

Daily metered regional water demand for the month of June 2022 is approximately 12.7 MGD.

Rio Grande flows for June 2022 averaged approximately 500 CFS (cubic feet per second.)

CRWTP reservoir storage: Nichols: 75.3%/McClure: 8.9% (20.1% combined) Watershed Inflow: 5.56 MGD

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



## ENSO Summary

June 20, 2022

### La Niña is present.\*

Equatorial sea surface temperatures (SSTs) are below average across most of the Pacific Ocean.

The tropical Pacific atmosphere is consistent with La Niña.

Though La Niña is favored to continue through the end of the year, the odds for La Niña decrease into the Northern Hemisphere late summer (52% chance in July-September 2022) before slightly increasing through the Northern Hemisphere fall and early winter 2022 (58-59% chance).



## Buckman Direct Diversion Monthly SJC and Native Diversions

Jun-22							
In Acre-Foot							
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	511.288	154.905	0.000	356.382	356.382	0.000	3.203
FEB	421.814	421.814	0.000	0.000	0.000	0.000	0.000
MAR	376.496	302.219	0.000	74.277	74.277	0.000	0.758
APR	538.222	408.237	0.000	129.985	129.985	0.000	1.327
MAY	596.137	596.137	0.000	0.000	0.000	0.000	0.000
JUN	664.230	292.146	0.000	372.084	372.084	0.000	3.550
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
<b>TOTAL</b>	<b>3,108.186</b>	<b>2,175.458</b>	<b>0.000</b>	<b>932.728</b>	<b>932.728</b>	<b>0.000</b>	<b>8.838</b>

### In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	50.458	0.000	114.878	114.878	0.000	165.336
FEB	137.399	0.000	0.000	0.000	0.000	137.399
MAR	98.443	0.000	23.913	23.913	0.000	122.356
APR	132.976	0.000	41.848	41.848	0.000	174.825
MAY	194.181	0.000	0.000	0.000	0.000	194.181
JUN	95.162	0.000	121.200	121.200	0.000	216.362
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
<b>TOTAL</b>	<b>708.618</b>	<b>0.000</b>	<b>301.840</b>	<b>301.840</b>	<b>0.000</b>	<b>1,010.458</b>



## Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-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	378.548	42.119	0.000	336.429	336.429	0.000	3.456
FEB	408.601	191.550	0.000	217.051	217.051	0.000	2.229
MAR	442.832	442.832	0.000	0.000	0.000	0.000	0.000
APR	624.282	506.349	0.000	117.933	117.933	0.000	1.195
MAY	868.184	483.518	0.000	384.666	384.666	0.000	2.477
JUN	879.493	302.801	0.000	576.692	576.692	0.000	3.555
JUL	562.156	-17.518	0.000	579.674	579.674	0.000	2.767
AUG	758.665	-0.154	0.000	758.819	758.819	0.000	3.757
SEP	542.059	-49.305	0.000	591.364	591.364	0.000	2.930
OCT	553.705	-22.895	0.000	576.600	576.600	0.000	5.614
NOV	423.977	368.177	0.000	55.800	55.800	0.000	0.543
DEC	423.345	-0.732	0.000	424.077	424.077	0.000	2.367
<b>TOTAL</b>	<b>6,865.847</b>	<b>2,246.741</b>	<b>0.000</b>	<b>4,619.106</b>	<b>4,619.106</b>	<b>0.000</b>	<b>30.890</b>

### In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	13.720	0.000	108.306	108.306	0.000	122.026
FEB	62.394	0.000	69.875	69.875	0.000	132.269
MAR	144.245	0.000	0.000	0.000	0.000	144.245
APR	164.934	0.000	37.971	37.971	0.000	202.906
MAY	157.498	0.000	123.871	123.871	0.000	281.369
JUN	98.632	0.000	185.788	185.788	0.000	284.420
JUL	-5.706	0.000	186.765	186.765	0.000	181.059
AUG	-0.050	0.000	244.396	244.396	0.000	244.346
SEP	-16.060	0.000	190.470	190.470	0.000	174.409
OCT	-7.458	0.000	185.724	185.724	0.000	178.266
NOV	119.927	0.000	17.973	17.973	0.000	137.901
DEC	-0.238	0.000	138.136	138.136	0.000	137.898
<b>TOTAL</b>	<b>731.837</b>	<b>0.000</b>	<b>1,489.275</b>	<b>1,489.275</b>	<b>0.000</b>	<b>2,221.113</b>



Date: June 28, 2022

To: Buckman Direct Diversion Board

From: Rick Carpenter and Kyle Harwood

Subject: Report and Update regarding the May 26, 2022, Annual Review Meeting pursuant to Section H of the 2022 Memorandum of Understanding between the US DOE, Office of Environmental Management, Los Alamos Field Office and the Buckman Direct Diversion Board Regarding Notification of Streamflow and Water Quality Monitoring in Los Alamos and Pueblo Canyons.

### Item and Issue

Under the current 2022 Memorandum of Understanding (“MOU”) between the Buckman Direct Diversion (“BDD”) Board and the U.S. Department of Energy (“DOE”), the parties agreed to conduct an “Annual Review” meeting pursuant to Section H to discuss: 1) the Early Notification System (“ENS”); 2) BDD operations and the BDD Intake Sampling Program; 3) status of the DOE grant; and 4) the Los Alamos/Pueblo Canyon Watershed Sediment Transport Mitigation Project. The first Annual Review meeting under the current MOU took place on May 26, 2022. Rick Carpenter, Kyle Harwood, and James Bearzi attended on behalf of the BDD.

### LA/Pueblo Canyon Early Notification System (ENS):

DOE reports that all four ENS stations are currently functional and operational. ENS stations are inspected year-round on a weekly basis. In the past year, no ENS stations were nonoperational for more than one week.

The new flow-only radar monitoring station in lowermost Los Alamos Canyon called for in the current MOU (the “E110.7 station”) is expected to be installed in July. DOE identified two factors that could cause delays in installation: 1) the National Environmental Policy Act (“NEPA”) calls for a Floodplain Assessment to be conducted before the station can be installed<sup>1</sup>; and 2) the Pueblo de San Ildefonso and federal agencies had activity restrictions in May and June due to fire danger. DOE has been in close communication with BDD staff and technical consultants regarding both of these issues. Updated status and activities will be provided at the Board meeting verbally.

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<sup>1</sup> The draft Floodplain Assessment was noticed on June 2, 2022, ending on June 16, 2022. Following the conclusion of the public comment period, DOE will reevaluate alternatives to the proposed floodplain action and the mitigating measures, taking into account all substantive comments received, and prepare a floodplain statement of findings.



BDD is working with DOE to deploy the appropriate data transmission technology and with the Pueblo de San Ildefonso to secure the necessary access permits to receive data from the new station. DOE has agreed to BDD's request to accompany DOE's contractor on ENS inspections and to observe installation of the new station.

DOE's contractor presented information about the Los Alamos/Pueblo Canyon watershed hydrology and sampling over the past three years.

#### BDD Operations and Sampling:

BDD conveyed to DOE that the only notification from the ENS to BDD operators of a >5 cubic feet per second ("cfs") flow during the previous calendar year occurred on August 26, 2021. This flow was detected in Pueblo Canyon and sent an automatic signal to BDD, and in response the BDD shut down the intake structure ... intake operations resumed approximately eight hours following the shutdown.

At the time of the Annual Review meeting, BDD had not compiled its report of 2021 sampling. BDD will send the report to DOE once it is review and posted on BDD website.

#### DOE Grant for Rio Grande sampling:

BDD and DOE reported that, as expected for this time of the year, very little of the \$96,000 grant funding for this calendar year has been expended. BDD will provide DOE with a Sampling Plan showing its intent and strategy to fully expend these funds this grant year.

#### LA/Pueblo Canyon Sediment Migration Mitigation Project:

DOE informed BDD that it proposed no changes to the 2022 Monitoring Plan compared to that which was implemented in 2021.<sup>2</sup> BDD technical consultants continue to have concerns with DOE's approach to assessing sediment migration.

#### Recommendation

BDD staff and consultants continue to coordinate with DOE staff on implementation of the 2022 MOU and will provide updates to the Board as directed.


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<sup>2</sup> The New Mexico Environment Department ("NMED") approved DOE's Sediment Migration Mitigation 2021 Report and 2022 Plan on June 1, 2022.



**Date:** June 21, 2022

**To:** The Buckman Direct Diversion Board

**From:** Monique Maes, Contracts Administrator 

**Via:** Rick Carpenter, Facilities Manager   
Antoinette Armijo-Rougemont, Accounting Supervisor 

**Subject** Amendment No. 1 –Alpha Southwest KBS Pump 4

### ITEM

Request for approval of Amendment No. 1 to extend terms of the Services Agreement with Alpha Southwest Inc.

### BACKGROUND AND SUMMARY

On August 5<sup>th</sup> 2021, the Buckman Direct Diversion Board approved a request to authorize funds from the Major Repair and Replacement Fund to replace pump #4 at the Raw Water Lift Station through a State Wide Price agreement with Alpha Southwest Inc.

The cost associated with the replacement of this pump is \$253,833.30. Completion of this project will continue into fiscal year 2023 and unexpended funds are expected to carry over. Due to many factors such as high vibrational force, refurbished equipment, and re-location of existing pump the purchase of a new KBS pump #4 is required. The reasoning for the on-going completion time is due to global supply chain and manufacturing issues and not all the equipment has been received.

### ACTION REQUESTED

Staff recommends approval of Amendment No. 1 to the Service Agreement with Alpha Southwest, Inc. to extend terms to June 30, 2023 for the KBS pump #4 installation project.

Approved by BDDB July, 2 2022

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BDDB Chair, Carol Romero-With



**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 1 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
WITH ALPHA SOUTHWEST, INC  
21-0521**

THIS AMENDMENT No. 1 (the "Amendment") to the Professional Services Agreement, between Owner and Contractor dated September 9, 2021, (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 agrees to provide and install a new KSB pump, drawings, scheduling, and worksite preparation related to the install of this pump.

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 BDDDB and Contractor agree as follows:

**1. TERM AND EFFECTIVE DATE**

Article 4, of the Agreement is amended to extend the term to terminate on June 30, 2023. 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.

**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**

**CONTRACTOR:  
Alpha Southwest Inc.**

By: \_\_\_\_\_  
BDD Chair, Carol Romero-Wirth

Signature: Meghan L. Sanchez  
Printed Name: Meghan L. Sanchez  
Title: Operations Manager  
Date: 6/24/2022

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

New Mexico Tax & Revenue

Nancy R. Long  
Nancy R. Long, BDDB Counsel

CRS# 01-71081-005

**APPROVED**

City of SF Business

Registration # 225207

\_\_\_\_\_  
City Finance Director

**ATTEST**

\_\_\_\_\_  
City Clerk

File Date: \_\_\_\_\_



**Date:** August 4, 2021

**To:** City of Santa Fe Finance

**From:** Rick Carpenter, BDD Facilities Manager

  
RC

**Via:** Monique Maes, BDD Contracts Administrator

  
MM

**Re:** Alpha Southwest Pump #4

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### Item and Issue

Request for approval and processing of Alpha Southwest Professional Service Agreement for FY2022 in the Amount of \$253,834.00 State price agreement.

### Background

On August 5<sup>th</sup> The Buckman Direct Diversion Board approved the Professional Service Agreement with Alpha Southwest for a new replacement pump through a Statewide Price Agreement # 90-00000-19-00051. This agreement is in an amount of \$253,833.30 plus applicable tax. The funding for this contract will be from the Major Repair and Replacement fund.

This contract has been entered into MUNIS as contract # 302915 funding id available in our FY2022 system equipment line 8000825.570550.



# Memorandum



Buckman Direct Diversion

**Date:** August 10, 2021  
**To:** Buckman Direct Diversion Board  
**Via:** Rick Carpenter, BDD Facilities Manager /s/  
**From:** Antoinette Armijo-Rougemont, BDD Accounting Supervisor *Antoinette Armijo-Rougemont*  
**Re:** Request for Approval to Replace Pump #4 at RWLS

## ITEM AND ISSUE:

Request for approval to authorize funds from the Major Repair and Replacement Fund to replace pump #4 at the Raw Water Lift Station.

## BACKGROUND AND SUMMARY:

The Major Repair and Replacement Fund allows level annual funding and ensures funding is available to repair and/or replace capital equipment when the capital equipment has reached the end of its effective useful life. Pump #4 at RWLS had previously been rebuilt, but due to the high vibration, cannot be used at this location. The cost to repair this pump is \$253,833.30. The pump is usable, but not in the #4 position. The company that manufactured the existing pumps has dismantled the company and now the pumps are obsolete. The total cost associated with the replacement of this pump through the NM State Price Agreement is \$253,833.30, to include \$40,273 for electrical and engineering services. In due time, the remaining four pumps at this station will also require replacement.

## ACTION REQUESTED:

Staff recommends approval of the replacement of pump #4 located at the RWLS, in accordance with the BDD Major Repair and Replacement Fund Policy.

Approved by BDDDB August 5, 2021

X *Anna Hansen*

Commissioner Anna Hansen, BDDB Chair



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

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

**1. SCOPE OF SERVICES**

Contractor shall provide services for the BDDDB as more particularly described in Exhibit 1 attached hereto and generally as:

- A. Installation of new KSB pump
- B. Drawings, scheduling coordination reports and calculations, worksite preparation

field labor, shop labor, and travel related to installation of the pump.

**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 Two Hundred Fifty-Three Thousand Eight Hundred Thirty-Three and .30/100 Dollars (\$253,833.30) plus applicable New Mexico gross receipts tax.

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 BDDB 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 BDDB 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 BDDB to Contractor. The BDDB'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 BDDB and terminate June 30, 2022.

### **6. TERMINATION**

A. This Agreement may be terminated by the BDDB 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 BDDDB and are not employees of the BDDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDDB vehicles, or any other benefits afforded to employees of the BDDDB as a result of this Agreement.

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

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

**8. CONFIDENTIALITY**

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

**9. CONFLICT OF INTEREST**

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

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

**10. ASSIGNMENT; SUBCONTRACTING**

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

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

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

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

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

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

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

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

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

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

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

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

D. **Cancellation.** Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the BDDB 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 BDDB 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 BDDB. The BDDB 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 BDDB 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 BDDB, 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 BDDB 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 BDDB 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.

**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 as follows:

**BDDDB:** Rick Carpenter Facilities Manager  
Buckman Direct Diversion  
341 Caja Del Rio Road  
Santa Fe, NM 87506

**With a copy to:** Nancy R. Long, Esq.  
BDDDB Independent Counsel  
Long, Komer & Associates, P.A.  
2200 Brothers Road  
Santa Fe, NM 87502-5098

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

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. 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.

Item# \_\_\_\_\_  
Munis Contract# \_\_\_\_\_

**BUCKMAN DIRECT DIVERSION BOARD**

Anna C Hansen  
Commissioner Anna C. Hansen, BDD Chair

Date: 9/9/2021  
Katharine E. Stark  
Katharine E. Stark, County Clerk



**APPROVED AS TO FORM**

Nancy R. Long  
Nancy R. Long, BDDDB Counsel

**APPROVED**

Mary McCoy  
City Finance Director, Mary T. McCoy

**ATTEST**

Kristine Mihelcic  
Kristine Bustos-Mihelcic, City Clerk

XIV  
xiv

File Date: \_\_\_\_\_

**CONTRACTOR:**

Alpha Southwest Inc.

Signature: [Signature]  
Printed Name: David M. Yates  
Title: Vice President  
Date: 26 Aug 2021

NM Taxation & Revenue  
CRS # 01-711081-005

City of Santa Fe Business  
Registration # 225207

# Exhibit A

<b>Job Estimate / Set-Up Sheet</b>	
City of Santa Fe	
BDD- Raw Water KSB Replacement Pumps - for the Morris Pumps	
WO#	Pending
PO#	

Pricing per NM General Services Dept.  
Statewide Price Agreement  
#90-000-19-00051

Job No.	Pending
---------	---------

Job Estimate
--------------

Date:	22 July 2021
-------	--------------

By:	DMY
-----	-----

Description of work or products provided:	TS #	QTY	Price ea.	Total
Item 1: TS-1 Drawings, Scheduling, Coordination, Reports, & Calculations	TS-1	60	\$ 8 5.00	\$ 5,100.00
Item 2: TS-2b Work Site Preparation	TS-2b	120	\$ 8 5.00	\$ 10,200.00
Item 3: TS-7 Field Labor Pump, Motor, and Pipe Fitting Installation	TS-7	180	\$ 85.00	\$ 15,300.00
Item 4: TS-8 Shop Labor : Steel Base Rails, Suction & Discharge Custom Spool Pieces Etc.	TS-8	140	\$ 85.00	\$ 11,900.00
Item 5: TS-17a Mileage to and from site	TS-17a	1900	\$ 3.50	\$ 6,650.00
Item 6: TS-11 Misc. Materials: Steel Plate & Channel, Steel Pipe, Flanges, Bolts & Gaskets Etc.	TS-11	1	\$ 6,800.00	\$ 6,800.00
Item 7: TS-9 Alpha Owned Equipment: Boom Truck Pull and Set Pump	TS-9	60	\$ 85.00	\$ 5,100.00
<b>**Item 8: TS-15 Subcontract: Modify the existing Concrete Pedestal Pump Base</b>	<b>TS-15</b>	1	\$ 20,000.00	\$ 20,000.00
<b>** Item 9: TS-15: Subcontracting Concrete Saw Cutting work</b>	<b>TS-15</b>	1	\$ 5,000.00	\$ 5,000.00
<b>** Item 10 TS-15: Subcontracting Electrical &amp; Structural Engineering TS-15</b>		1	\$40,273.00	\$ 40,273.00
<b>** Item 11 TS-15: Subcontracting Power Readings TS-15</b>		1	\$4,370.00	\$ 4,370.00
<b>Sub Total of Shop and Field Work and Services</b>				<b>\$ 86,050.00</b>
Item 10: TS-11 New KSB Pump Including Freight - Lead Time 28 - 32-weeks ARO KRT K 250-632/3206UNG1-D - 3,800 GPM @ 200 Ft. TDH - 400 HP Dry Pit Sub. Motor CI suction elbow, Pump Case, Discharge Cover, All ID's coated with 100% Liquid Ceramic Impeller - Duplex Stainless Steel A276 Type 420 Including Estimated Freight from Richmond VA (Ocean Freight Included)				
	<b>1 Ea.</b>	<b>1</b>	<b>\$167,783.30</b>	<b>\$167,783.30</b>

**\*\*Place Holder for new Concrete Base -**

**Total Estimate: \$ 253,833.30**



**Date:** June 21, 2022  
**To:** The Buckman Direct Diversion Board MM  
**From:** Monique Maes, Contract Administrator MM  
**Via:** Rick Carpenter, Facilities Manager RC  
Antoinette Armijo-Rougemont, Accounting Supervisor AA  
**Subject** Amendment No. 3 Alpha Southwest, Inc.

### ITEM

Request for approval of Amendment No. 3 to the On-call Services Agreement with Alpha Southwest, Inc. in the amount of \$60,000 plus applicable tax for FY2023.

### BACKGROUND AND SUMMARY

On April 4, 2019 the Buckman Direct Diversion Board granted the award of RFB '19/07/B, On-call Emergency Repair Services, to Alpha Southwest, Inc. This agreement provides products and services for the operations and maintenance of the Water System. This contract agreement is in year four of a four year term and will terminate April 4<sup>th</sup> 2023. The accordance of this contract provides products and services allowed for necessary emergency on-call repair, installation, replacement and instrumentation of machinery located throughout the Water System locations.

### ACTION REQUESTED

Staff recommends approval of Amendment No. 3 to the Service Agreement with Alpha Southwest, Inc. in the amount of \$60,000.00 plus applicable gross receipts tax. Funding is approved within our approved in FY2023 Operating Budget.

BU/LI: Service Contracts 8000810.520150  
MUNIS Contract #3201558  
PL: 9300

Approved by BDDB July 2, 2022

Carol Romero-Wirth, BDD Chair



**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 3 TO THE  
AGREEMENT WITH ALPHA SOUTHWEST, INC  
19-0301**

THIS AMENDMENT No. 3 (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 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 BDDDB and 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 Sixty Thousand Dollars (\$60,000.00) 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 exceed Five Hundred Eighty-Seven Thousand, Six Hundred Seventy-Seven and .76/100 Dollars (\$587,677.76) plus applicable gross receipts tax.

**2. TERM AND EFFECTIVE DATE**

Article 4, of the Agreement is amended to extend the term to terminate on April 23, 2023. 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. 3 to the Agreement as of the dates set forth below.

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

**BUCKMAN DIRECT DIVERSION BOARD**

**CONTRACTOR:  
Alpha Southwest Inc.**

By: \_\_\_\_\_  
BDD Chair, Carol Romero-Wirth

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

New Mexico Tax & Revenue

Nancy R. Long  
Nancy R. Long, BDDDB Counsel

CRS# \_\_\_\_\_

**APPROVED**

City of SF Business

\_\_\_\_\_  
City Finance Director

Registration # \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
Kristine Bustos-Mihelcic, City Clerk

File Date: \_\_\_\_\_



# 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 checked="" type="checkbox"/>	<input type="checkbox"/>	RFP
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ITB
<input checked="" type="checkbox"/>	<input 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 06/21/2022  
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.

\*



# 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: On-call Emergency Repair and Maintenance

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 07/01/2022 Term End Date: 06/30/2023

Approved by BDDDB or  Approved by BDD Date: 07/02/2021  
Facilities Manager

### Contract / Lease:

Amendment # No. 3 to the Original Contract / Lease # 19-0301

Increase/(Decrease) Amount \$ 60,000.00

Extend Termination Date to: June 30, 2023

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)  
**\$467,677.76 of the original contract #19-0301, Term date 6/30/2020, to provide on-call emergency repair services**  
**\$30,000.00 amendment NO.1, Item #20-0413, Term date 6/30/2021 to increase compensation FY221**  
**\$30,000.00 amendment NO. 2, term date 6/30/2022 to increase compensation for FY22**  
**\$60,000.00 this amendment NO. 3, end term 4/04/2023 to increase compensation**

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: \_\_\_\_\_



**Date:** July 6<sup>st</sup> 2021  
**To:** City of Santa Fe Finance  
**From:** Rick Carpenter, BDD Facilities Manager  
**Via:** Monique Maes, BDD Contracts Administrator  
**Subject:** Amendment No. 2 Alpha Southwest, Inc.

  
RC

  
MM

### 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 July 1, 2021 the BDDDB approved our request to extend and increase compensation to our on-call emergency repair and services contract with Alpha Southwest, Inc. This extension is year three within the allowed extension period stated on RFB'19/07B.

This Contract has been entered into MUNIS as Contract # 3201558. The funding is available in our FY2021 Operating Fund.

Funding: 8000801.520150



Rick Carpenter (Aug 16, 2021 10:14 MDT)



Monique Maes (Aug 12, 2021 13:08 MDT)





# 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: _____

Monique Maes Contracts Administrator 06/14/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway Chief Procurement Officer Aug 23, 2021  
Fran Dunaway (Aug 23, 2021 09:23 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

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

\*



# Buckman Direct Diversion Board

## Real Estate Summary of Contracts, Agreements, Amendments & Leases



### Section to be completed by department

1. Munis Contract # 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: \_\_\_\_\_

*Sam Deary* Aug 23, 2021  
Fran D. Saway (Aug 23, 2021 09:23 MDT) Date:  
 Purchasing Officer Review: \_\_\_\_\_  
 Comment & Exceptions: Amend #2 to extend for one year and increase compensation

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

*Andy Hopkins* Aug 20, 2021  
Andy Hopkins (Aug 20, 2021 10:58 MDT) Date:  
 Budget Officer Approval: \_\_\_\_\_  
 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: \_\_\_\_\_

**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: *Anna C. Hansen*  
Commissioner Anna C. Hansen

**CONTRACTOR:  
Alpha Southwest Inc.**

Signature: *David M. Yates*  
Printed Name: DAVID M. YATES  
Title: Vice President  
Date: 17 Aug 2021

Date: 7/6/21



*Katharine E. Clark*  
Katharine E. Clark, Santa Fe County Clerk

New Mexico Tax & Revenue

CRS# 01-711081-005

**APPROVED AS TO FORM**

*Nancy R. Long*  
Nancy R. Long, BDDDB Counsel

City of SF Business

Registration # 225207

**APPROVED**

*Mary McCoy*  
Mary T. McCoy, City Finance Director

**ATTEST**

*Kristine Mihelcic*  
Kristine Mihelcic (Aug 23, 2021 18:22 MDT)  
Kristine Bustos-Mihelcic, City Clerk

*XIV*  
XIV

File Date: Aug 23, 2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Cress Insurance Consultants, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111	<b>CONTACT NAME:</b> Tonya Huelskamp <b>PHONE (A/C, No, Ext):</b> (505) 822-8114 <b>FAX (A/C, No):</b> (505) 822-0341 <b>E-MAIL ADDRESS:</b> thuelskamp@cressinsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  Alpha Southwest, Inc. P O Box 9263 Albuquerque, NM 87119	<b>INSURER A :</b> Valley Forge Insurance Co <span style="float:right">NAIC # 20508</span>
	<b>INSURER B :</b> Continental Casualty Company <span style="float:right">20443</span>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE: <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Prof E&O with Pollution			5093812966	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Occ/Agg \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 6081446186	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE 5093778091	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 5 93848947	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			6081487496	10/1/2020	10/1/2021	Lease/Rent 400,000
B	Equipment Floater			6081487496	10/1/2020	10/1/2021	Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Professional E&O with Pollution, \$3,000,000 Per Occurrence and Aggregate Limit, Policy No. 6018485129 with National Fire Insurance of Hartford, Policy Term is 6.2.2021-6.2.2022

<b>CERTIFICATE HOLDER</b>  City of Santa Fe 801 W San Mateo Road Santa Fe, NM 87505	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## City of Santa Fe

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

## BUSINESS REGISTRATION

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

**Business Location:** 205 ROSSMOOR RD SW  
ALBUQUERQUE, NM 87105

**Owner:** ALPHA SOUTHWEST, INC

**License Number:** 225207

**Issued Date:** April 08, 2021

**Expiration Date:** April 08, 2022

**CRS Number:** 01-711081-005

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Contractor -  
General

**Fees Paid:** \$10.00

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

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

**BUCKMAN DIRECT DIVERSION BOARD  
ON CALL EMERGENCY REPAIR SERVICES WITH  
ALPHA SOUTHWEST, INC.**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board, herein after referred to as the "BDDDB," and Alpha Southwest, Inc. herein after referred to as "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

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

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

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

1. **Scope of Work**

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

1. BDD Water Treatment Plant Site
2. Booster Station 1A and 2A
3. Booster Station 4A/5A
4. Raw Water Lift Station and
5. Diversion Site

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

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

D. Work performed under this Contract shall be authorized in writing by a WO signed by the following BDDDB authorized representatives (hereafter "Authorizing Representative"): for all WOs, the BDD Facilities Manager, or his/her designee. A WO signed by other than BDDDB Authorizing Representative shall not be honored. Each WO shall set forth (i) the Supervising Engineer and shall set forth the Work to be Performed by Contractor, (ii) the period of

performance, (iii) the fixed unit prices per Exhibit A, as applicable, (iv) the ceiling price, and (v) other data as necessary. Contractor shall, upon acceptance of the WO, provide applicable Payment and Performance Bonds and all supervision, labor, supplies, materials, and facilities, including all vehicles and transportation, except as may be provided by the BDDB Authorizing Representative, for the performance of the Work authorized therein. Verbal authorizations may be given by the BDDB in emergency situations but shall be confirmed in writing by the BDDB within five (5) days of the verbal authorization to Contractor.

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

## 2. Compensation

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

B. The total compensation under this Agreement shall not exceed Four Hundred Sixty-Seven Thousand Six Hundred Seventy-Seven and 76/100 Dollars (\$467,677.76) excluding New Mexico gross receipts tax, from the following BDDB 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

## 3. Payment Provisions

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the BDDB shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the BDDB, the BDDB shall not pay for any products or services. Unless otherwise agreed upon between the BDDB and Contractor, within thirty (30) days from the date the BDDB receives written notice from Contractor of the receipt of products, or completion of services the BDDB shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the BDDB gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon certification that the products or services have been received and accepted, Contractor shall issue an invoice. Payment is due thirty (30) days after receipt of the invoice. After the thirtieth day from the date that the invoice is issued, late payment charges shall be paid on the unpaid balance due on the contract to Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to Contractor's designated mailing address.

4. **Term**

This Agreement shall commence on the date it is approved by the BDDB and terminate on June 30, 2020. The BDDB 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.

5. **Default and Force Majeure**

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

6. **Termination**

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

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

1. Except as otherwise provided in Paragraph 16, the BDDB shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give BDDB written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the BDDB's material breaches of this Agreement upon which the termination is based and (ii) state what the BDDB must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the BDDB 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 BDDB 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.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by the BDDB; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the BDDB; or (iii) the Agreement is terminated pursuant to Paragraph 16, "Appropriations," of this Agreement.

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

## 7. **Amendment**

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

B. If the BDDB proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 6 herein, or to agree to the reduced funding.

## 8. **Status of Contractor**

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

## 9. **Assignment**

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

10. **Subcontracting**

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

11. **Non-Collusion**

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

12. **Inspection of Plant**

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

13. **Commercial Warranty**

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

14. **Condition of Proposed Items**

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

15. **Records and Audit**

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

16. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the BDDB for the performance of this Agreement. If sufficient appropriations and authorization are not made by the BDDB, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the BDDB to Contractor.

The BDDB's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If the BDDB proposes an amendment to the Agreement to unilaterally reduce funding, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. **Release**

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

18. **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 prior written approval by the BDDB.

19. **Conflict of Interest**

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

B. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the BDDB relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the BDDB if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 19 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 19 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the BDDB and notwithstanding anything in the Agreement to the contrary, the BDDB may immediately terminate the Agreement.

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

20. **Approval of Contractor Representative(s)**

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

21. **Scope of Agreement; Merger**

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

22. **Notice**

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

23. **Equal Opportunity Compliance**

Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the term of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

24. **Indemnification**

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

25. **New Mexico Tort Claims Act**

Any liability incurred by the BDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The BDDB and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of

liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in the First Judicial District, Santa Fe County, State of New Mexico. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

27. **Limitation of Liability**

Contractor's liability to the BDDB, for any cause whatsoever shall be limited to the purchase price paid to Contractor for the products and services that are the subject of the BDDB's claim. The foregoing limitation does not apply to paragraph 24 of this Agreement or to damages resulting from personal injury or death caused by Contractor's negligence.

28. **Incorporation by Reference and Precedence**

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

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) Contractor's best and final offer if such has been made and accepted by the BDDB; and (5) Contractor's response to the request for proposals.

29. **Workers' Compensation**

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

30. **Inspection**

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

31. **Inspection of Services**

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

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

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

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

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

1. require Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
2. reduce the contract price to reflect the reduced value of the services performed.

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

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

32. **Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$500,000.

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

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

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

33. **Impracticality of Performance**

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

34. **Invalid Term or Condition**

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

35. **Enforcement of Agreement**

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

36. **Patent, Copyright and Trade Secret Indemnification**

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

attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the BDDB shall:

1. Give Contractor prompt written notice within ten (10) days of any claim;
2. Allow Contractor to control the defense of settlement of the claim; and
3. Cooperate with Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

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

37. **Survival**

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

38. **Disclosure Regarding Responsibility**

A. Contractor and any of its Principals, or any principal of Contractor's company, is presently not debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of Contractor's responsibility and ability to perform under this Agreement. Failure of Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 6 of this Agreement.

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

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

39. **Suspension, Delay or Interruption of Work**

The BDDB may, without cause, order Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the BDDB may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by any contract remedy. Any change in total compensation must be reflected in an Amendment executed pursuant to Section 7 of this Agreement.

40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

**BDDB:** Rick Carpenter  
Interim Facilities Manager  
Buckman Direct Diversion  
341 Caja Del Rio Road  
Santa Fe, NM 87506  
Email: rrcarpenter@santafenm.gov

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

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


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

41. **Succession**

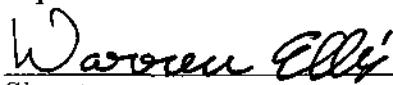
This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

**BUCKMAN DIRECT DIVERSION BOARD:**

  
\_\_\_\_\_  
Councilor Peter Ives, BDDDB Chair  
Date: 4-4-19

**CONTRACTOR:**

Alpha Southwest Inc.  
  
\_\_\_\_\_  
Signature  
Warren Ellis  
\_\_\_\_\_  
Printed Name  
Operations Manager  
\_\_\_\_\_  
Title  
Date: 4/12/19

CRS# 002328120110926

Registration # 19-00110357

**APPROVED AS TO FORM:**

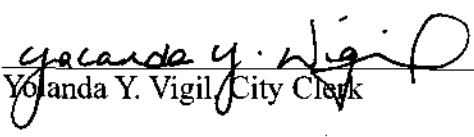
  
\_\_\_\_\_  
Nancy R. Long, BDDDB Counsel

**APPROVED:**

  
\_\_\_\_\_  
Mary T. McCoy, City Finance Director *mm*

7280000.520150.930020 & 07420.570550.130025  
Business Unit Line Item

**ATTEST:**

  
\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk *all*

File Date: 4-29-19

## Exhibit A – Fixed Unit Price Schedule

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>TS-1</b>	<b>Shop Drawings, Reports, O&amp;M Manuals, Calculation, Permits, Scheduling and CMMS Database</b>		
100	Production of Required reports, Calculations and Drawings, etc.	HR	\$ 60.00
<b>TS-2</b>	<b>Work Site Protection, Cleanup and Disinfection</b>		
200	Sanitary Protection and Disinfection of the System and Aquifer	HR	\$ 65.00
300	Work Site Cleanup	HR	\$ 65.00
<b>TS-3</b>	<b>Pull and Install Well Pump Equipment</b>		
400	Typical well is 750-ft of 8-in column with 2-1/2 x 1-1/2-in rods	LF	\$ 7.50
<b>TS-4</b>	<b>Lower Well Pump</b>		
500	Lower Pump Per TS-4	LF	\$ 16.00
<b>TS-5</b>	<b>Well Abandonment and Rehabilitation</b>		
600	Job-hour rate bid as specified in TS-5	HR	\$ 220.00
<b>TS-6</b>	<b>Well Inspection Video Surveys and Logs</b>		
700	Production of one (1) Well Inspection Video Survey Log per TS-6	LS each	\$ 1,250.00
<b>TS-7</b>	<b>Repair/Replacement of Well, Booster Station and Reservoir Equipment</b>		
800	Repair/Replace Modify per TS-7	HR	\$ 65.00
<b>TS-8</b>	<b>Fabrication and Machine Shop Work</b>		
900	Fabrication and Machine Shop Work per TS - 8	HR	\$ 75.00
<b>TS-9</b>	<b>Contractor Owned Equipment</b>		
1000	Mark-up on Current "Blue Book" rate for Crane, Boom Truck, Backhoe, or Tank Truck per TS – 9	%	100.00%
<b>TS-10</b>	<b>Inspection of Work</b>		
1100	All Equipment & Labor as Applied to Inspection as Covered in TS – 10.	HR	\$ 75.00
<b>TS-11</b>	<b>Repair Parts, Materials and Replacement Equipment</b>		
1200	Percent Over Invoice for Repair Parts per TS – 11.	%	132.00%
<b>TS-12</b>	<b>Well Test Pumping</b>		
1300	Operation of Contractor Provided Test Pumping Equipment per TS - 12	HR	\$ 80.00
<b>TS-13</b>	<b>Job Site Security</b>		
1400	Complete Security Package	HR	\$ 22.50
<b>TS-14</b>	<b>Rental Equipment</b>		
1500	Rental Mark-up Over Invoice	%	110.00%
1600	"Bobcat" with Auger Attachment	\$/Day	\$ 455.00
<b>TS-15</b>	<b>Subcontract Work</b>		
1700	Subcontractor Mark-up Over Invoice	%	110.00%
<b>TS-16</b>	<b>On-Call Labor</b>		
1800	Electrician	HR	\$ 100.00
1900	Electrical Journeyman	HR	\$ 100.00
2000	Field Laborer	HR	\$ 65.00
2100	Field Labor Supervisor	HR	\$ 65.00
2200	Site Preparation	HR	\$ 65.00
2300	Diver(s)	HR	\$ 170.00
<b>TS-17</b>	<b>Per Diem</b>		
2400	Travel time cost	HR	\$ 65.00
2500	Daily Per Diem Cost ( no overnight)	Days	\$ -
2600	Daily Per Diem Cost Overnight	Days	\$ 160.00

Tax Rate = 8.4375%

**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 1 TO THE  
AGREEMENT  
WITH ALPHA SOUTHWEST, INC  
19-0301**

THIS AMENDMENT No. 1 (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:

B. The total compensation under this Agreement shall not exceed Four Hundred Ninety-Seven Thousand Nine Hundred Seventy-Seven Dollars and Seventy-Six Cents (\$497,977.76) excluding New Mexico gross receipts tax, from the following BDDDB 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

**2. TERM AND EFFECTIVE DATE.**

Article 4, of the Agreement is amended to extend the term to June 30, 2021. The BDDB 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. 1 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: JoAnne Vigil Coppler  
JoAnne Vigil Coppler (Jul 29, 2020 07:55 MDT)  
JoAnne Vigil Coppler, BDDDB Chair

Date: 07/02/2020

**CONTRACTOR:  
Alpha Southwest Inc.**

Signature: 

Printed Name: David M. Yates

Title: Vice President

Date: 3 Aug 20


**APPROVED AS TO FORM**

  
Nancy R. Long, BDDDB Counsel

New Mexico Tax & Revenue

CRS# 01-711081-00-5

**APPROVED**

  
Mary T. McCoy, City Finance Director

City of SF Business

Registration # 225207

**ATTEST**

  
Yolanda Y. Vigil, City Clerk

File Date: 8/21/2020





**Date:** July 1<sup>st</sup> 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.

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### **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

A handwritten signature in blue ink that reads "Anna C. Hansen".

Commissioner Anna C. Hansen




**Signature:** Xavier Vigil  
Xavier Vigil (Aug 25, 2021 15:19 MDT)

**Email:** xivigil@santafenm.gov



**Date:** July 7, 2022

**To:** Buckman Direct Diversion Board

**From:** Rick Carpenter, BDD Facilities Manager   
Rick Carpenter (Jun 21, 2022 16:22 MDT)

**Re:** Adoption of BDD Annual Budget for Fiscal Year 2023

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### ITEM AND ISSUE:

Request to formally adopt the Buckman Direct Diversion fiscal year FY2023 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 May 5, 2022, the Buckman Direct Diversion Board approved and recommended the BDD Annual Operating Budget for FY2023 and contributions to our Major Repair and Replacement Fund to the City of Santa Fe's City Council and Santa Fe County Board of Commissioners.

On April 27<sup>th</sup>, 2022, 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 July 28<sup>th</sup>, 2022, the Santa Fe County Board of Commissioners approved the Santa Fe County Public Works 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 2023 Annual Operating Budget in the amount of \$8,235,780 plus annual contribution of \$1,000,000 for the Major Repair and Replacement Fund.

Approved by BDDDB July 7, 2023

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Councilor Carol Romero-Wirth, BDDDB Chair





# Buckman Direct Diversion

## FISCAL YEAR 2023

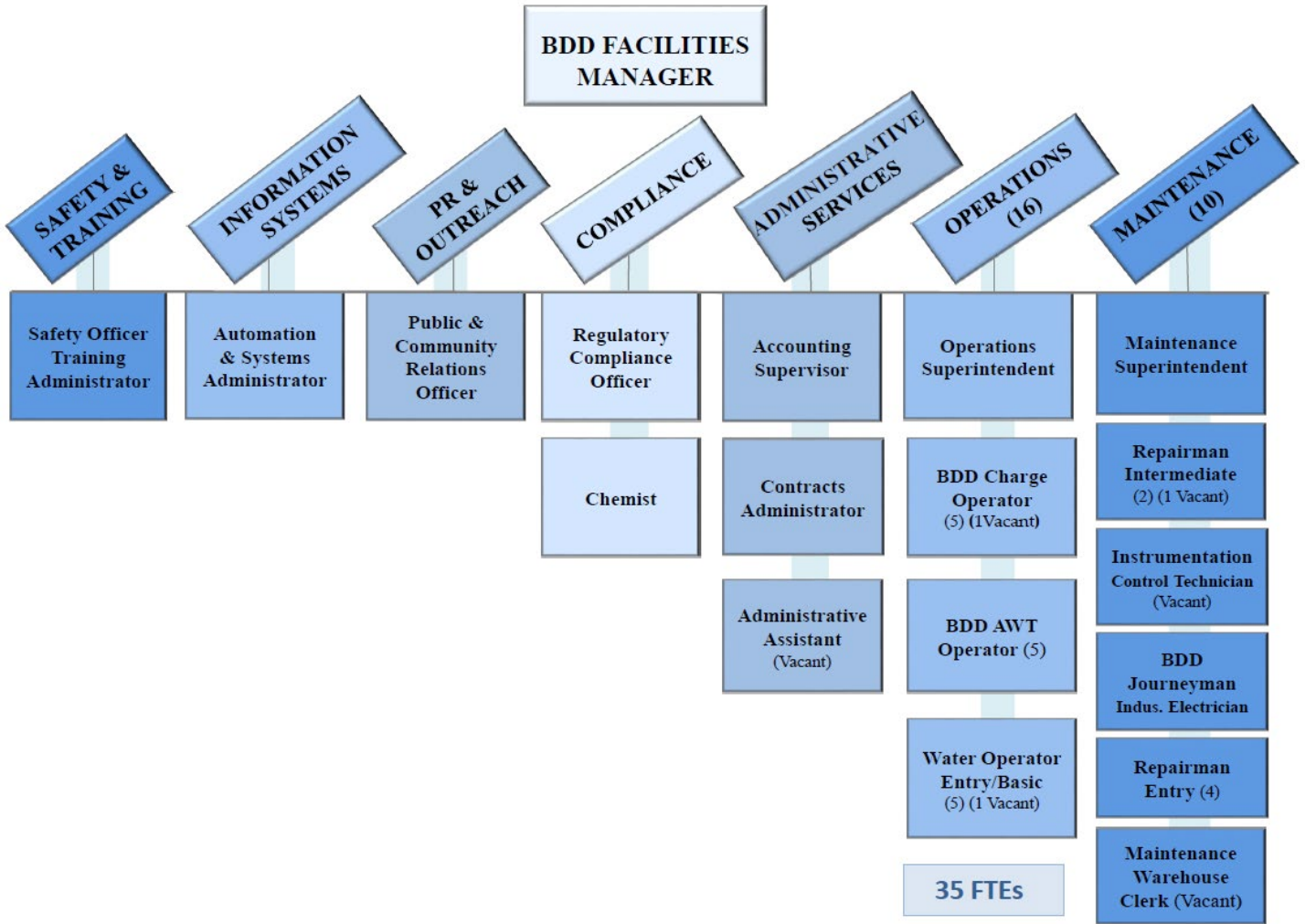
Proposed Annual Operating  
Budget & Partner Contributions



**Prepared by:**  
**Antoinette Armijo-Rougemont, BDD Accounting Supervisor**  
**Rick Carpenter, BDD Facilities Manager**



**BUCKMAN DIRECT DIVERSION REGIONAL WATER PLANT ORGANIZATIONAL CHART**





## Buckman Direct Diversion (BDD) Proposed Annual Operating Budget for FY23

### Budget Message

The *Project Management and Fiscal Services Agreement* (PMFSA) requires the Project Manager to submit an Annual Operating Budget. With this submittal, the Project Manager requests the Buckman Direct Diversion Board (BDDDB) approve and recommend the Fiscal Year 2023 Operating Budget of \$8,235,780.

### Budget Revenue/Reimbursement Summary

#### TOTAL PROPOSED FISCAL YEAR 2023 OPERATING BUDGET

TABLE A

	<u>Fixed</u>	<u>Variable</u>	<u>Total</u>	<u>%</u>
<b>Revenues/Reimbursements by Source:</b>				
Federal Funds	\$ 96,000	\$ -	\$ 96,000	1%
PNM Solar Rebates	-	120,000	120,000	1%
City of Santa Fe	4,461,919	1,315,078	5,776,997	70%
Santa Fe County	1,650,042	439,222	2,089,264	25%
Las Campanas (Club)	67,024	-	67,024	1%
Las Campanas (Coop)	86,495	-	86,495	1%
<b>Total Revenues by Source</b>	<b>\$ 6,361,480</b>	<b>\$ 1,874,300</b>	<b>\$ 8,235,780</b>	<b>100%</b>
% of overall budget	77%	23%	100%	

This budget request 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.



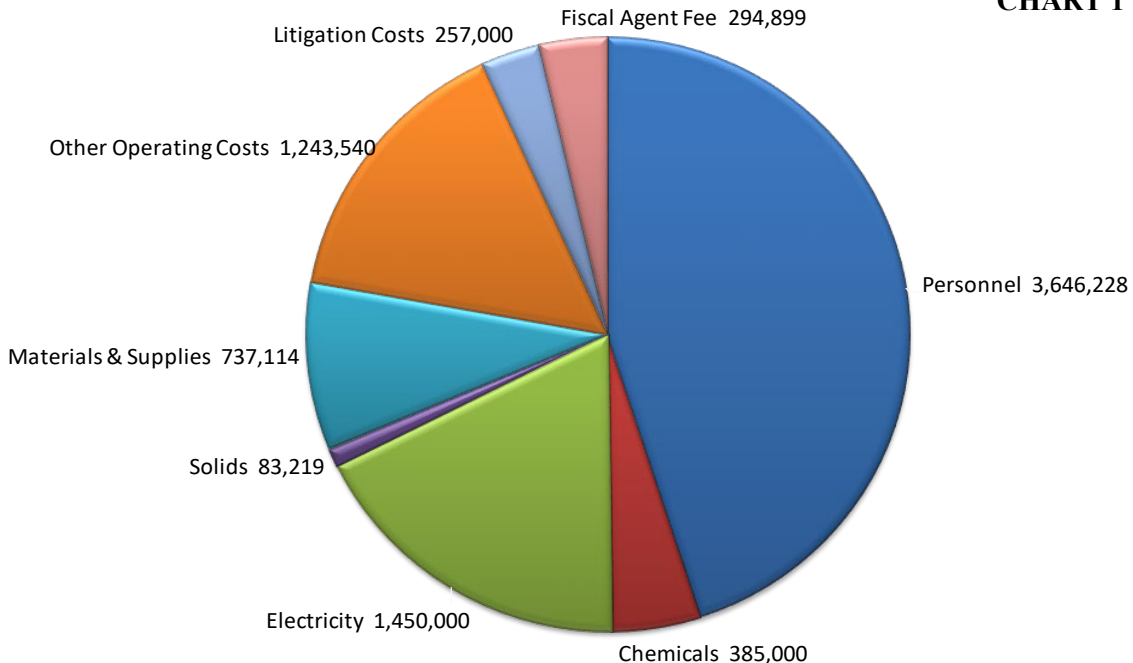
## Budget Expenditure Summary

The Buckman Direct Diversion 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 PROPOSED FISCAL YEAR 2023 OPERATING BUDGET** **TABLE B**

<b>Expenditure by Category:</b>	<b>City of Santa Fe</b>	<b>Santa Fe County</b>	<b>Las Campanas (Club)</b>	<b>Las Campanas (Coop)</b>	<b>Federal Funds</b>	<b>Total</b>
Personnel	\$ 2,679,344	\$ 985,342	\$ 52,531	\$ 67,791	\$ -	\$ 3,785,008
Electricity	1,088,482	354,445	3,088	3,985	-	1,450,000
Chemicals	291,291	93,709	-	-	-	385,000
Solids	62,953	20,266	-	-	-	83,219
Materials & Supplies	518,367	195,131	10,310	13,306	-	737,114
Other Operating Costs	827,998	317,034	1,095	1,413	96,000	1,243,540
Litigation Costs	185,965	71,035	-	-	-	257,000
Fiscal Agent Fee	213,389	81,510	-	-	-	294,899
<b>Total</b>	<b>5,867,789</b>	<b>2,118,472</b>	<b>\$ 67,024</b>	<b>\$ 86,495</b>	<b>\$96,000</b>	<b>\$ 8,235,780</b>
PNM Solar Rebates	(90,792)	(29,208)				
<b>Total</b>	<b>\$ 5,776,997</b>	<b>\$ 2,089,264</b>				

**CHART 1**





## Budget Summary & Highlights

In Fiscal Year 2023, the BDD will be in its twelfth 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 2023 budget request with the following changes:

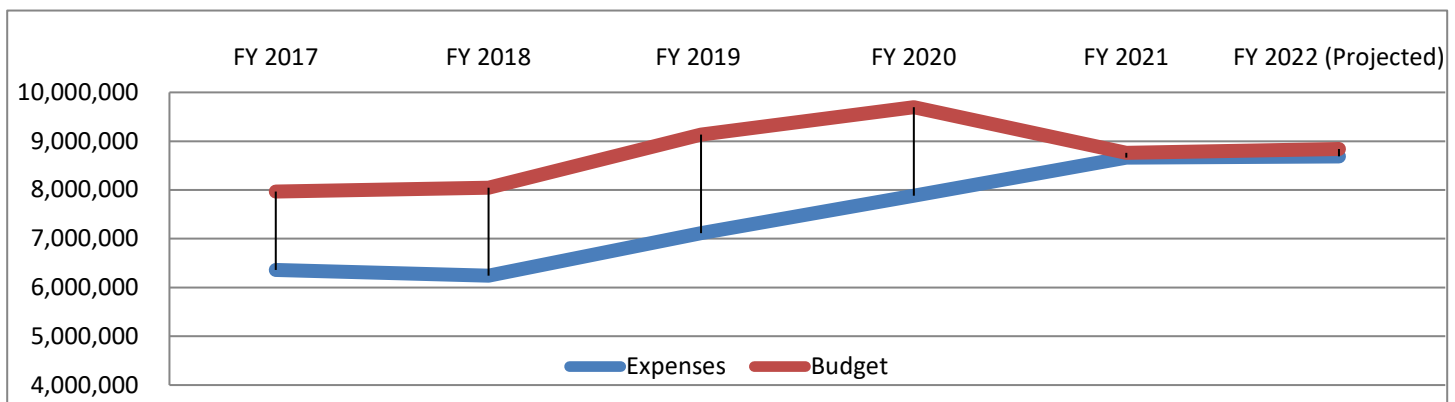
- The proposed annual operating budget for fiscal year 2023 is \$8,235,780 plus the fiscal agent fee of \$294,899, which represents 4.5% of the prior year’s annual operating budget as stated in the amended Facility Operations and Procedures Agreement (FOPA).

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.
- Fiscal Year 2021 Actual Expenditures \$8,686,832 which was \$76,883 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, 2021. The change in the fiscal year 2023 operating budget request in comparison to the current 2022 adopted budget. There was an overall reduction in the budget estimate, in the amount of -\$612,419, due to a decrease in projected litigation costs as a result of the settlement. We are re-allocating some of that savings towards categories that were reduced in FY21, due to Covid budget cuts, as well as increasing salaries by 8%, and re-allocating an additional \$373,294 to the Major Repair and Replacement Fund to reach the recommended annual contribution of \$1,000,000. The Major Repair and Replacement Fund is currently underfunded. We are also projecting increases to electricity and gas.

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 2021 Adopted Budget	FY 2021 Unaudited Actual 6/30/21	FY 2021 Variance \$ (Under) / Over Budget	%	FY 2022 Adopted Budget	FY 2023 Proposed Budget	\$ Change FY 2023 vs FY 2022	%
<b>Revenues/Reimbursements by Fund:</b>								
Partner Reimbursements	\$ 8,477,715	\$ 8,466,757	(10,958)	100%	\$ 8,626,711	\$ 8,019,780	\$ (606,931)	-7%
PNM Solar Rebates	120,000	150,076	30,076	125%	120,000	120,000	-	0%
Federal Funds	96,000	-	(96,000)	0%	96,000	96,000	-	0%
Unrestricted Funds	70,000	70,000	-		-	-	-	-1%
<b>Total</b>	<b>\$8,763,715</b>	<b>\$ 8,686,832</b>	<b>\$ (76,883)</b>	<b>99%</b>	<b>\$ 8,842,711</b>	<b>\$ 8,235,780</b>	<b>\$ (606,931)</b>	<b>-8%</b>
<b>Expenditures by Category:</b>								
Salaries	\$ 2,100,596	\$ 1,845,988	\$ 254,608	88%	\$ 2,119,281	\$ 2,405,427	\$ 286,146	14%
Overtime	150,000	233,434	(83,434)	156%	152,025	230,000	77,975	51%
Benefits	1,167,463	943,156	224,307	81%	1,078,735	1,149,581	70,846	7%
Electricity	1,000,000	1,378,864	(378,864)	138%	1,157,090	1,450,000	292,910	25%
Chemicals	336,000	411,972	(75,972)	123%	371,906	385,000	13,094	4%
Solids	63,219	65,260	(2,041)	103%	63,219	83,219	20,000	32%
Materials & Supplies*	563,150	372,170	190,980	66%	528,762	737,114	208,352	39%
Other Operating Costs*	1,050,928	1,000,185	50,743	95%	1,082,282	1,243,540	161,258	15%
Litigation Costs	2,000,000	2,103,444	(103,444)	105%	2,000,000	257,000	(1,743,000)	-87%
<b>Total</b>	<b>8,431,356</b>	<b>8,354,473</b>	<b>76,883</b>	<b>99%</b>	<b>8,553,300</b>	<b>7,940,881</b>	<b>(612,419)</b>	<b>-7%</b>
Fiscal Agent Fee	332,359	332,359	-	100%	289,411	294,899	5,488	-1%
<b>Total</b>	<b>\$8,763,715</b>	<b>\$ 8,686,832</b>	<b>\$ 76,883</b>	<b>99%</b>	<b>\$ 8,842,711</b>	<b>\$ 8,235,780</b>	<b>\$ (606,931)</b>	<b>-7%</b>
* 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	28,000	
On-Call HVAC Service Agreement	65,000	
<b>Total</b>		<b>\$ 93,000</b>
<b>Repair &amp; Maintenance System Equipment</b>		
General maintenance, repairs and replacement to water system facilities	232,000	
Hach Service Agreement - Yearly calibration of instrumentation	-	
Eaton Service Agreement - VFD Troubleshooting	10,000	
Yukon & Assoc - On-call process instrumentation and control systems	10,000	
Wunderlich-Malec - On-call SCADA & computer networking	20,000	
Great Southwest Meters- Annual meter calibration and inspection	10,000	
Subsurface Contracting - On-call repair and replacement to water systems	10,000	
Alpha Southwest - On-call services mechanical & electrical	60,000	
Automation & Electric - On-call SCADA support, software, programming	20,000	
Positive Energy - Maintenance and service of BS2A Solar Array	7,000	
<b>Total</b>		<b>\$ 379,000</b>
Repair & Maintenance Grounds/Rd - Landscaping agreements		76,000
Repair & Maintenance Machine & Equipment -Copiers, machinery & equipment		31,800
Operating Supplies -Field supplies maintenance/operations		68,000
Auto Parts, Tires, Gasoline & Diesel - Fleet maintenance of vehicles		28,000
Inventory Exempt / IT - Small tools, radios, and phase III replacement of computers		31,889
Uniforms (\$500 clothing, \$200 boots = \$700 per employee)		19,600
Safety Supplies - First aid, protective gear, safety guides, periodicals		9,825
<b>Total</b>		<b>\$ 265,114</b>
<b>Total Materials &amp; Supplies Category</b>		<b>\$ 737,114</b>



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	
BDDDB Independent counsel	220,000	
Consultant for Technical Assistance	60,000	
Compliance Agreements -TREAT Study analysis	50,000	
Compliance Agreements -GAC Sampling and analysis	50,000	
Compliance Agreements -Stormwater sampling (Federal program)	120,000	
Compliance Agreements -Drinking water, solids analysis	15,000	
Compliance Agreements -Annual fire inspection and compliance	14,500	
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	
<b>Total</b>		<b>\$ 948,440</b>
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		8,650
Software/Software Subscriptions- Software support and upgrades		34,500
Employee Training - Safety, training, education, travel, dues & registrations		11,500
Advertising - Job postings, RFP bids		1,000
Office Supplies - General office supplies		36,044
Postage & Mailing Services - Delivery of water samples, correspondence		3,000
Utilities - Cell phones, landlines, data, website, satellite phone, natural gas, fees		74,500
<b>Total</b>		<b>\$ 295,100</b>
	<b>BDDDB Litigation Costs</b>	<b>\$ 257,000</b>
	<b>Total Other Operating Costs Category</b>	<b>\$ 1,500,540</b>



## 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 request was prepared 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%	-	-	100.00%
<b><u>Project Wide</u></b>					
Projected Volumetric Flow (PW)	72.36%	27.64%	0%	-	100.00%
<b><u>Variable</u></b>					
Projected Volumetric Flow (CCL)	72.36%	27.64%	0%	-	100.00%
Projected Volumetric Flow (CC)	75.66%	24.34%	-	-	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 2023 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 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
FY 2021	5,141.85	1,398.75	334.23	159.73	7,034.56
<i>FY 2022</i>	<i>5,255.00</i>	<i>1,700.00</i>	<i>300.31</i>	-	<i>7,255.31</i>
<b><i>FY 2023</i></b>	<b><i>4,973.40</i></b>	<b><i>1,600.00</i></b>	<b><i>300.00</i></b>	<b><i>-</i></b>	<b><i>6,873.40</i></b>
<i>FY 2023 %</i>	<i>72.36%</i>	<i>23.28%</i>	<i>4.36%</i>	<i>0.00%</i>	<i>100%</i>

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

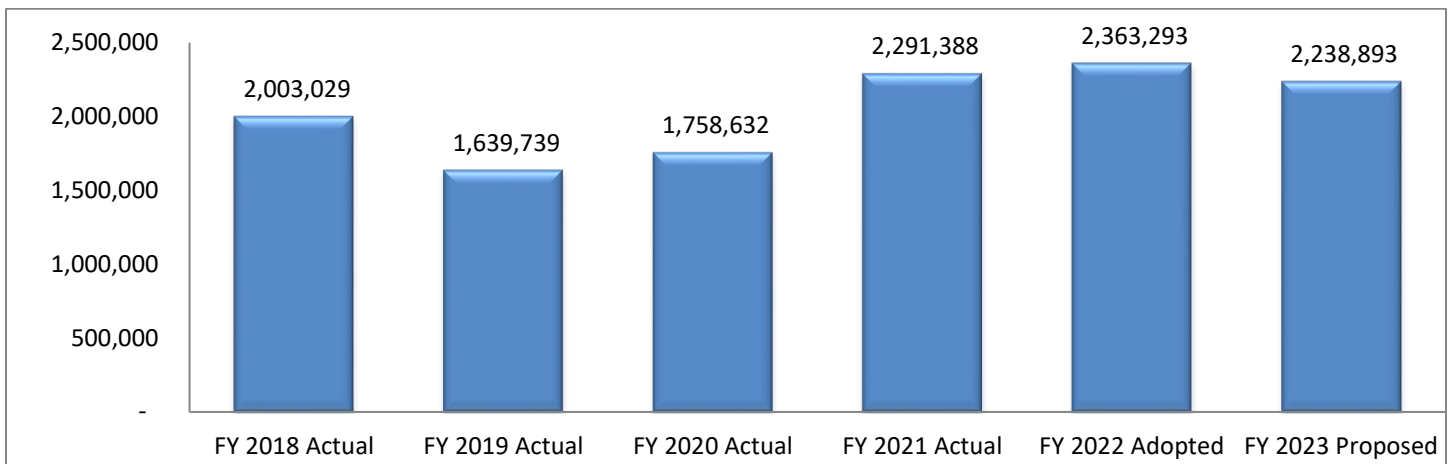


### Volumetric Flow History

BDD has completed a budget analysis for fiscal year 2023, which includes volumetric predictions of 2,238,893 gallons. This is an estimated 5.3% decrease in water delivery thru BDD over fiscal year 2022 predicted water call. The BDD will continue to work with the partners to adaptively manage BDD water deliveries to meet changes in partner demands.

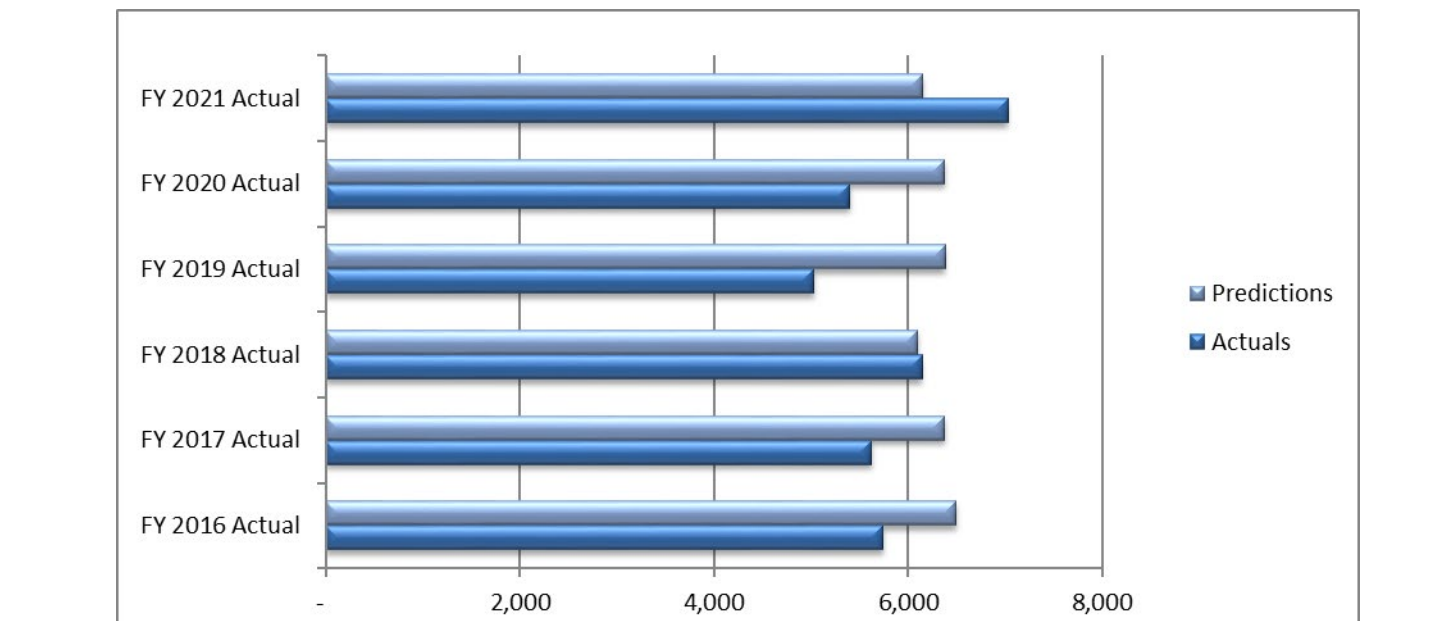
**Total gallons delivered in 1,000's**  
(Includes raw water)

**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. 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.



## Program Budget Comparison

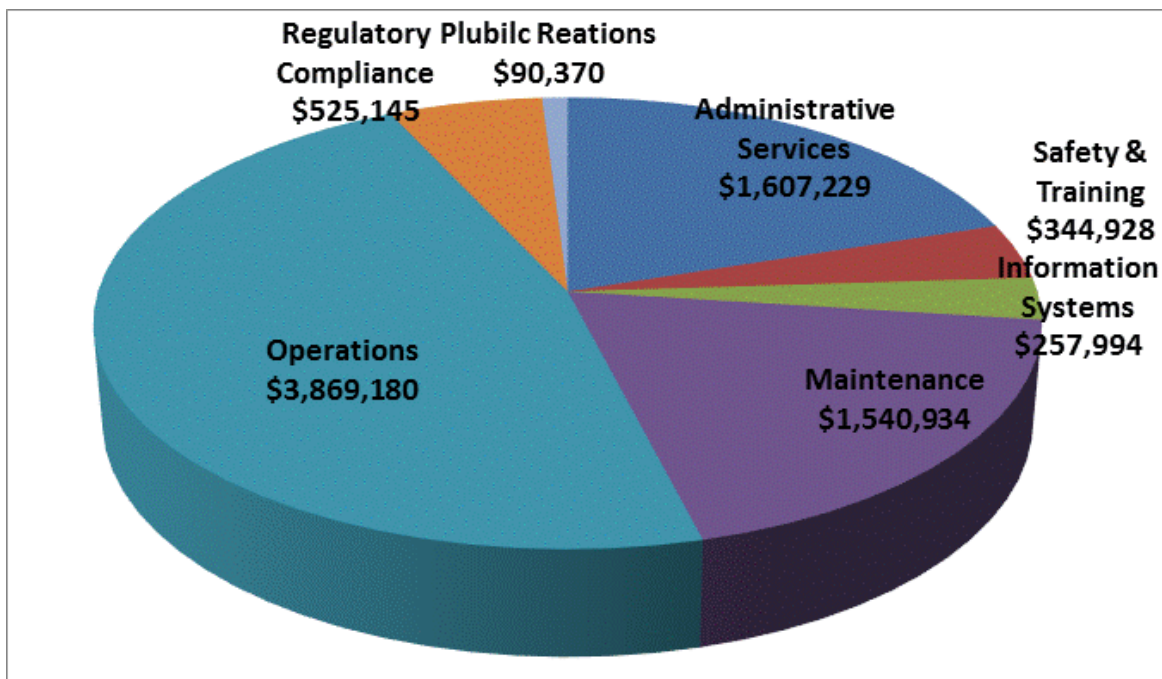
The expenditure budgets for these seven key programs are presented below. Total program funding includes all employee wages and benefits for full time equivalent employees, and associated overhead expenses. These key programs incorporate all business expenses necessary to execute core business functions, 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

CHART 5





### 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 F

Emergency Fund	City of Santa Fe	Santa Fe County	Las Campanas Club	Las Campanas Coop	Balance
Fund Balance at June 30, 2021	1,362,854	486,273	133,363	103,777	2,086,267

As of June 30, 2021 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 also previously 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 \$582,927 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. We are proposing to re-appropriate budget savings in the amount of \$373,294 toward the fund, in addition to the annual contribution amount of \$626,706, for a total of \$1,000,000 to ensure a sustainable fund for the future as much equipment will be reaching its life expectancy, per the asset replacement schedule.

### Major Repair and Replacement Fund Balance

TABLE G

Major Repair & Replacement	City of Santa Fe	Santa Fe County	Las Campanas Club	Las Campanas Coop	Balance
Balance as of June 30, 2021	743,722	256,609	24,809	14,947	1,040,087
2022 Contributions	445,545	156,494	10,769	13,898	626,706
Funds authorized for expenditure	(414,421)	(145,562)	(10,017)	(12,927)	(582,927)
<b>Projected Fund Balance</b>	<b>774,846</b>	<b>267,541</b>	<b>25,561</b>	<b>15,918</b>	<b>1,083,866</b>

### Major Repair and Replacement Fund Fiscal Year 2023 Contributions

TABLE H

Major Repair & Replacement	City of Santa Fe	Santa Fe County	Las Campanas Club	Las Campanas Coop	Balance
2023 Proposed Contributions	710,932	249,708	17,184	22,176	1,000,000

With the approval of this contribution and no additional authorizations, the fund balance will be \$2,083,866 for fiscal year 2023.



## Budget Summary

With this submittal, the Project Manager requests the Buckman Direct Diversion Board approve and recommend the funding for our Fiscal Year 2023 Operating Budget of \$8,235,780, with the annual contribution of \$626,706 for the Major Repair and Replacement Fund, plus an additional \$373,294 in budget savings towards the fund, for a total request of \$9,235,780. We appreciate the input and support from our partners and our Buckman Direct Diversion Board Members.

### Fiscal Year 2023 Funding Allocation

TABLE I

Funds	City of Santa Fe	Santa Fe County	Las Campanas (Club)	Las Campanas (Coop)	Total
Operating Fund	\$ 5,776,996	\$ 2,075,763	\$ 67,025	\$ 86,496	\$ 8,006,280
			<b>PNM Solar Rebate Revenue</b>		120,000
			<b>Federal Funds</b>		96,000
			<b>County Conservation Fee</b>		13,500
					<b>\$ 8,235,780</b>
Major Repair & Replacement Fund	710,932	249,708	17,184	22,176	1,000,000
<b>Total Fiscal Year 2023 Request</b>	<b>\$ 6,487,928</b>	<b>\$ 2,325,471</b>	<b>\$ 84,209</b>	<b>\$ 108,672</b>	<b>\$ 9,235,780</b>



**Date:** June 22, 2022  
**To:** The Buckman Direct Diversion Board  
**From:** Monique Maes, Contracts Administrator  
**Via:** Rick Carpenter, Facilities Manager  
Randy Sugrue, Operations Superintendent  
**Subject:** FY 22/23 Chemical Award Extensions

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### **ITEM**

Request for approval to extend chemical contract bids for an additional year from various vendors for an estimated amount of \$791,288.00

### **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 7<sup>th</sup> 2021, staff awarded RFP '21/39/B, -BDD Water Treatment Chemicals, to various vendors as listed in the chart below.

The BDD is exercising the option to extend the purchase of these goods for an additional year. This is year two of the allowed extension of a four year period. Staff has submitted an extension request to each supplying vendor, in which all extensions have been reviewed and will be renewed upon approval.

Please be advised that due to rising market, energy, manufacturing and transportation costs, as well as supply chain issues, and inflation, we are seeing a dramatic increase in the rates from last year. See attached justification letter from Alan Moss, District Sales Manager with DPC Inc.

Item #	Vendor Name	Description	Price Per LB	Price Bid	Estimated QTY	Total Cost
1	Kemira Water Solutions, Inc.	Ferric Chloride	Price per LB	0.30	800,000.00	\$240,000.00
2	DPC, Inc.	Sodium Hydroxide	Price per LB 25%	0.3775	230,000	\$86,825.00
2	DPC, Inc.	Sodium Hydroxide	Price LB 50%	0.4797	185,000.00	\$88,744.50
3	Polydyne Inc.	Polymer	Price per LB	1.50	25,000.00	\$37,500.00
4	Sterling Water Technologies	Zinc Orthophosphate	Price per LB	0.5743	45,000.00	\$25,843.50
5	N/B	Calcium Thiosulfate	Price per LB	N/B	20,000.00	
6	DPC, Inc.	Sulfuric Acid	Price per LB	0.45	15,000.00	\$6,750.00
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	0.345	25000.00	\$8,625.00
9	DPC, Inc.	Sodium Hypochlorite	Price per Gallon	2.65	80,000.00	\$212,000.00
				<b>Total</b>		<b>\$791,288.00</b>

**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 approve FY2023 operating budget.

BU/LI Chemicals 800.119999

Approved By BDDDB July 7th, 2022

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Carol Romero-Wirth, BDDDB Chair



Mr. Sugrue

Over the last 18 months the chemical world has seen unprecedented cost increases in almost all major chemicals. With these increase across the chlor-alkali market and with the market also seeing tightness in supply we have seen increases in raw material prices, labor costs, energy costs, container costs, transportation costs and virtually every supply cost associated with manufacturing. The chemical world has seen constant and rapid price increase throughout the year, at this time we do not foresee this changing for the immediate future.

The chemical industry overall is continuing to see an imbalance between supply and demand that is causing product shortages worldwide. There are several reasons for the changes in the chemical markets, from the pandemic to transportation to political changes throughout the world. We will continue to make sure all our customers are serviced with the chemicals they need from DPC. I have included several letters from producers for your records. Please feel free to call with any questions, and I would be available for a in person meeting also.

Thank You

*Alan Moss*

District Sales Manager DPC Inc.

505-877-3883 of.

505-379-5830 cell.



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

