

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

May 24, 2017

This special meeting of the Buckman Direct Diversion Board was called to order by Commissioner Henry Roybal, Chair, at approximately 4:00 p.m. in the Santa Fe City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico.

Roll was called and the following members were present:

BDD Board Members Present:

Commissioner Henry Roybal
Councilor C. Dominguez
Councilor Michael Harris [City Alternate for Councilor Ives]
Commissioner Anna Hamilton
Mr. J. C. Helms [Citizen Alternate for Ms. Fort]
Mr. Tom Egelhoff [non-voting]

Member(s) Excused:

Councilor Peter Ives
Ms. Denise Fort

BDD Board Alternate Members Present:

Commissioner Anna Hansen
Ginny Selvin [Las Campanas alternate]

Others Present:

Charles Vokes, BDD Facilities Manager
Nancy Long, BDD Board Consulting Attorney
Stephanie Lopez, City Public Utilities Department Office Manager
Greg Shaffer, Santa Fe County Attorney
Kelley Brennan, City Attorney
Rick Carpenter, City of Santa Fe
Marcos Martinez, City of Santa Fe
Seth Fullerton, Esq.
Dan Gershon, Sheehan & Sheehan

APPROVAL OF AGENDA

Upon motion by Councilor Dominguez and second by Commissioner Hamilton, the agenda was approved by unanimous voice vote.

NEXT MEETING: Thursday, June 1, 2017 @ 4:15 pm

EXECUTIVE SESSION

Board Counsel Nancy Long requested a motion to adjourn and meet in executive session in accordance with the New Mexico Open Meetings Act NMSA 1978, § 10-15-1(H)(7), discussion regarding threatened or pending litigation in which the BDDDB is, or may become a participant, including without limitation: Discussion regarding Diversion Structure issues.

Councilor Dominguez introduced the motion as provided above and Commissioner Hamilton seconded. The motion passed by unanimous roll call vote:

Commissioner Henry Roybal	Aye
Councilor Carmichael Dominguez	Aye
Councilor Michael Harris	Aye
Commissioner Anna Hamilton	Aye
Mr. JC Helms	Aye

ADJOURNMENT

Chair Roybal declared this meeting adjourned at approximately 4:10 p.m.

Approved by:

Henry Roybal, Board Chair

Respectfully submitted:

Karen Farrell, Wordswork

FILED BY:

ATTEST TO:

GERALDINE SALAZAR
SANTA FE COUNTY CLERK

YOLANDA Y. VIGIL
SANTA FE CITY CLERK

DRAFT

subject to approval

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

June 26, 2017

This special meeting of the Buckman Direct Diversion Board was called to order by Commissioner Henry Roybal, Chair, at approximately 4:20 p.m. in the Santa Fe City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico.

Roll was called and the following members were present:

BDD Board Members Present:

Commissioner Henry Roybal
Councilor Carmichael Dominguez
Councilor Peter Ives
Commissioner Anna Hamilton
Ms. Denise Fort
Mr. Tom Egelhoff [non-voting]

Member(s) Excused:

None

BDD Board Alternate Members Present:

Commissioner Anna Hansen
Ginny Selvin [Las Campanas alternate]
Mr. J. C. Helms [Citizen Alternate]

Others Present:

Charles Vokes, BDD Facilities Manager
Nancy Long, BDD Board Consulting Attorney
Greg Shaffer, Santa Fe County Attorney
Kelley Brennan, City Attorney
Rick Carpenter, City of Santa Fe
Marcos Martinez, City of Santa Fe
Mike Kelly, Santa Fe County
Bruce Frederick, Santa Fe County

APPROVAL OF AGENDA

The agenda was accepted by consensus.

EXECUTIVE SESSION

Board Counsel Nancy Long requested a motion to adjourn and meet in executive session in accordance with the New Mexico Open Meetings Act NMSA 1978, § 10-15-1(H)(7), discussion regarding threatened or pending litigation in which the BDDDB is, or may become a participant, including without limitation: Discussion regarding Diversion Structure issues.

Councilor Ives introduced the motion as provided above and Councilor Dominguez seconded. The motion passed by unanimous roll call vote:

Commissioner Henry Roybal	Aye
Councilor Carmichael Dominguez	Aye
Councilor Peter Ives	Aye
Commissioner Anna Hamilton	Aye
Ms. Denise Fort	Aye

ADJOURNMENT

Chair Roybal declared this meeting adjourned at approximately 4:25 p.m.

Approved by:

Henry Roybal, Board Chair

Respectfully submitted:

Karen Farrell, Wordswork

FILED BY:

ATTEST TO:

GERALDINE SALAZAR
SANTA FE COUNTY CLERK

YOLANDA Y. VIGIL
SANTA FE CITY CLERK

DRAFT

subject to approval

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

July 6, 2017

This meeting of the Santa Fe County/City Buckman Direct Diversion Board meeting was called to order by Councilor Carmichael Dominguez, Chair, at approximately 4:20 p.m. in the Santa Fe City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico.

Roll was called and the following members were present:

BDD Board Members Present:

Commissioner Henry Roybal, Chair
Councilor Peter Ives
Commissioner Anna Hamilton
Councilor Carmichael Dominguez
Denise Fort [late arrival]
Tom Egelhoff [non-voting]

Member(s) Excused:

None

BDD Board Alternate Members Present:

Commissioner Anna Hansen [County alternate]
Ginny Selvin [Las Campanas alternate]
Mr. J. C. Helms [Citizen Alternate for Member Fort]

Others Present:

Charles Vokes, BDD Facilities Manager
Nancy Long, BDD Board Attorney
Mackie Romero, BDD Finance Manager
Bernardine Padilla, BDD Public Relations Coordinator
Michael Dozier, BDD
Daniela Bowman, BDD
Stephanie Lopez, BDD
Kyle Harwood, Board Consulting Attorney
Greg Shaffer, County Attorney

Marcos Martinez, City of Santa Fe
Michael Kelley, Santa Fe County Public Works
Bill Schneider, City of Santa Fe
Mary Erpelding-Chacon, Las Campanas Co-op
Kim Visser, Las Campanas Co-op
Walt Shepherd, Club at Las Campanas
Steven Horak, DOE-EM-LA
Ben Underwood, DOE-EM-LA

3. APPROVAL OF AGENDA

[Exhibit 1: Agenda]

CHAIR ROYBAL: Is there any changes or amendments? What's the pleasure of the Board?

NANCY LONG (BDD Board Attorney): Mr. Chair, there are two changes to recommend. Under number 6, the date for the FSAC Committee should be July 5 instead of three, and the executive session can be removed from the agenda today.

COUNCILOR DOMINGUEZ: I'll move for approval on the agenda, Mr. Chair,

COUNCILOR IVES: Second.

CHAIR ROYBAL: We have a motion and a second. Is there any discussion?

The motion passed by unanimous 4-0 voice vote. [Member Fort was not present for this action.]

5. APPROVAL OF MINUTES FROM THE JUNE 1, 2017 BUCKMAN DIRECT DIVERSION BOARD MEETING

CHAIR ROYBAL: Is there any changes to the minutes? Okay, I don't see any changes. What's the pleasure of the Board?

COMMISSIONER HAMILTON: Move to approve.

COUNCILOR IVES: Second.

CHAIR ROYBAL: Okay, we have a motion and a second. Is there any discussion?

The motion passed by unanimous [4-0] voice vote. [Member Fort was not present for this action.]

4. APPROVAL OF CONSENT AGENDA

- 11. Request for approval of Professional Services Agreement with Hall Environmental Analysis Laboratory in the amount of \$20,000 exclusive of NMGR (Mackie Romero)**
- 12. Request for approval to enter into a Professional Services Agreement with ALS Global to provide water quality analysis as called for in "The Removal**

of Efficiency and Assessment of Treatments (TREAT)" study for the amount of \$30,000 exclusive of NMGR (Mackie Romero)

COUNCILOR DOMINGUEZ: I'll move for approval on the Consent Agenda.

COUNCILOR IVES: Second.

CHAIR ROYBAL: Okay, we have a motion and a second on approval of the Consent Agenda.

The motion passed by unanimous 4-0 voice vote. [Member Fort was not present for this action and arrived shortly thereafter.]

5. REPORT ON JULY 5, 2017 FISCAL SERVICES AND AUDIT COMMITTEE

MACKIE ROMERO (BDD Financial Manager): Mr. Chair, members of the Board, a Fiscal Service and Audit Committee meeting was held on Wednesday, July 5th. In attendance was myself, BDD Financial Manager. We had Erik Aaboe from the County, Andrew Ederman from the City, Mary Chacon, from Las Campanas Cooperative, and Walt Shepherd from the Club. We discussed all the items on the agenda and there were no major concerns or issues with the items being presented. Are there any questions?

CHAIR ROYBAL: Do we have any questions from the Board?

COMMISSIONER HAMILTON: No, Mr. Chair.

CHAIR ROYBAL: Councilor Carmichael Dominguez.

COUNCILOR DOMINGUEZ: No real questions. I think they are going to be questions that are more specific to the budget, so I'll just hold off on that but thank you for the work on the visit.

MS. ROMERO: Thank you.

CHAIR ROYBAL: Thank you, Mackie.

INFORMATIONAL ITEMS

7. Monthly update on BDD Operations

MICHAEL DOZIER (Operations Manager): BDD operations during the month of June, we have an average A, B, C and D here. Raw water deliveries averaged 6.61 million gallons, drinking water deliveries were 5.36 million gallons, deliveries to Las Campanas, 1.7 and onsite treated and untreated storage was at .08 million gallons.

We provided approximately 45 percent of the water for the city and county for the month and you can see on the bottom here where in June we were averaging pretty close, it's maybe about half when the report was made.

Do you have any questions?

CHAIR ROYBAL: Do we have any questions from the Board? Councilor Ives.

COUNCILOR IVES: Just one question. It's really on the chart that's on page 2, which is the BDD year-to-date diversions. And I'm having trouble just

understanding the chart slightly because it indicates the blue is the average monthly and then the red is the year to date. And so isn't it the actual total for each month, as opposed to an average monthly?

MR. DOZIER: So the average monthly is separated between all the years since we've started to date. So we take that average and then the red will be actual year-to-date for what we're doing this year.

COUNCILOR IVES: Okay. Good. Thank you for that. That's what I was missing.

CHAIR ROYBAL: Commissioner Hamilton.

COMMISSIONER HAMILTON: Does that actually make sense to you? Because that's what doesn't make sense to me. It's not – so what's shown in June is not 2017 year-to-date; it's the total for June 2017. Right?

MR. DOZIER: It would be to June 22, 2017, on the June one for the red.

COMMISSIONER HAMILTON: Okay, but May is all of May 2017.

MR. DOZIER: Yes, it was.

COMMISSIONER HAMILTON: Right.

MR. DOZIER: And we did produce less than the average this past year for May of this year.

COMMISSIONER HAMILTON: Right. And that's what I was going to ask about. Is that a reflection of the facility being down more? Or demand being down?

MR. DOZIER: It was a partial due to both. We did run less due to canyon was trying to run a little more for the fact that the runoff that they were getting. Their reservoirs were filling quicker. The other reason was the San Juan-Chama water was not – we were not able to request any San Juan-Chama water because they were in a flood stage condition that they were using the water flows to redefine the riverbeds. It's just a part of the sections that are figured into that San Juan-Chama agreement. So that also, when we can't order any San Juan-Chama water we're only using native, so we didn't want to overuse native because it is the County's native rights so we want to pay them back at the end of the year with San Juan-Chama water.

COMMISSIONER HAMILTON: Thanks.

CHAIR ROYBAL: Do we have any other questions from the Board? Comments? Councilor Ives.

COUNCILOR IVES: Thank you, Mr. Chair. Just one final question and this is in Section 5 on the Drought/Monsoon, Storage and the ESA Update, page 9 of the materials. It states that the City just received 100 percent delivery of full firm yield of San Juan-Chama project water. What is the – from what month do we begin that calculation to what month does it end? Is it July to June?

MR. DOZIER: The San Juan-Chama water I believe is January to December. Their numbers are on a calendar year, not a fiscal year.

COUNCILOR IVES: So when we say we've received 100 percent of full firm yield of San Juan-Chama project, we're already half-way through the year 2017, so are we saying we've received 100 percent of our 2017 allocation, or is this saying that back as of December 2016 we had received our –

MR. DOZIER: That one, I'm not completely sure, but Andrew, could you answer that question? Or –

KYLE HARWOOD (BDD Consulting Attorney): I help Rick Monitor this

issue for the BDD and the way the Bureau is doing it these years is they are identifying that full allocation of San Juan-Chama water sits behind Heron. In past years when partial amounts are made available the Bureau does it monthly and so what they're doing is saying that the full City 5230 and the full County 375 is available for release from Heron now, which is remarkably earlier than in prior years, but it's back to the old way pre- the bad part of the drought.

COUNCILOR IVES: Got you. Thank you.

MR. HARWOOD: They're saying it's available for release.

COUNCILOR IVES: Thank you for that clarity. It wasn't – I was curious.

CHAIR ROYBAL: Okay, any other questions from the Board. Thank you for your presentation.

8. Overview Presentation on Rio Grande Water Quality Regulations

MR. HARWOOD: Good afternoon, Board members. My name's Karl Harwood with Nancy Long, your counsel on BDD matters and this has been a reoccurring topic, I think, through most of this year with various updates on the negotiations with LANL staff. Some of those folks are here today and Chuck will be reporting on the status of our MOU negotiations, but you've also had presentations by NMED and others through 2017. So this presentation is to just sort of give a regulatory overview for the whole Board. We haven't done one of these in a while. There's been a lot of turnover of various Board members and obviously passage of time and so the idea was just to provide a regulatory framework, not knowing exactly how much detail the Board would want at this point.

I suggested to Mr. Vokes as well as to several of the Board members that directed this topic that I just do a simple verbal presentation today, cover sort of the highpoints of the regulatory system as it relates to Rio Grande surface water quality issues and then if you would like written materials or a follow-up more in-depth presentation we can accommodate that based on your questions and your level of interest. And I should note that Board members Ives and Fort were very involved with preparing and directing the scope of this presentation. So unless there are any questions to start with I'll go ahead and jump in.

So one of the ways I thought it would be helpful to have a mental map of water quality regulation for the Buckman Direct Diversion project was actually to work essentially upstream in the water system and so what I've done is I've broken it into sections from the customer's taps to the BDD treatment plant, from the plant down to the river, from the river up to LA Pueblo Canyon and from that confluence up to the lab, just to sort of have a map of the regime in each of these areas. And I'm going to touch on some of this fairly quickly because you've heard of it from other presentations, from either Mr. Vokes or Ms. Bowman over the years. So just to go ahead and dive in.

So the water quality is regulated from the customer's tap back to the BDD and even if that's sort of downhill, so to speak, I'm thinking of it as upstream to the source, if you'll bear with that part of the analogy. And that's actually regulated by the Drinking Water Bureau of the New Mexico Environment Department under the Safe Drinking Water Act which sets water quality and requires testing for micro-organisms, chemicals, disinfectants, radionuclides, in the finished water of public drinking water systems. And

so as part of that, under the Safe Drinking Water Act, the BDD as part of the City of Santa Fe's reporting system prepares a consumer confidence report, and I know staff report to you on that on a regular basis. And that's testing for over 95 contaminants, and of course Ms. Bowman's here if you've got more detailed questions on that part of the program.

In addition to that, the Drinking Water Bureau administers the Source Water Protection Program that you've heard about it with a recent presentation from D&B Stevens and Associates??

So from the BDD treatment plant to the river, which is essentially regulating the raw water that's diverted out of the natural system of the Rio Grande, we've got Water Quality Control Commission plays a very important role in developing water quality standards and adopting regulations. Several of the Board members have extensive experience with those state entities and a responsibility for the administration and enforcement of those rules is assigned to the constituent agencies of the WQCC, which is primarily the New Mexico Environment Department.

So you have the federal Clean Water Act and the New Mexico Water Quality Act providing the basis of regulation of the surface waters in the state. Now, the surface water regulations are codified in what's called the New Mexico Administrative Code, Section 20.6.4, which has the standards for interstate and intrastate surface waters and here's one of the principles, sort of the three things I'd like you to take away from this presentation is that those regulations impose water quality standards based on what's called an anti-degradation policy. And they do that by designating surface waters for designated uses, and I'll in a moment talk about the designated uses for our particular segment, but just to sort of give you a sense, this is based on an anti-degradation policy generally and it's regulating through uses for segments of rivers. That's the construct.

And so we have the Upper Rio Grande segment, which is from the Cochiti Pueblo boundary upstream all the way to Taos. And this is Segment 114. Nancy and I spent a lot of time talking and writing and arguing about Segment 114 when we were involved in the triennial review back in 2009 on behalf of the BDD Board then, which I'll get to in a moment, which are the public disclosure monitoring standards. I think there were some questions posed to NMED and I'm not sure whether the answers were as clear as they could have been. I'm going to go ahead and review that again tonight a little bit, but the role of standards and regulation and monitoring as well as specifically the monitoring standards that we had the WQCC adopt in 2009 are really one of the pillars of water quality monitoring for this facility.

So Section 114 – again, from the upstream boundary of Cochiti Pueblo up to the Rio Pueblo de Taos. The specified uses in that segment are irrigation, livestock watering, wildlife habitat, marginal cold water aquatic life, primary contact, which in this case is swimming – warm water aquatic life, and, you'll be very interested to know, public water supply, which is consistent of course with our BDD use. Now the designation of public water supply includes the specific language that I referred to a moment ago from the 2009 triennial review, which is only for monitoring and public disclosure purposes. So this is a – I think it's fair to say this is a non-enforcement standard. So if you think of a standard as being a metric. It's I'm going to measure this thing against this ruler, so to speak, this standard is a non-enforcement standard. It is a monitoring and public disclosure standard.

I can say 2009 seems an awfully long time ago in some ways but I can tell you that it was a very hardy debate with the folks up at LANL that we were working with at the time in front of the WQCC and some of the staff, many of whom are not here anymore, and the consultants working with LANL folks who are no longer actively involved with these issues, it was the wisdom of that group in advising the Board at that time that this was the goal we were seeking and when we reached this goal we shook hands and asked the WQCC to promulgate that rule and that is the outcome from that effort in 2009. That was immediately in the time period just before turning on the product.

So based on the designated uses for a surface water body, the Rio Grande, NMED will monitor and evaluate whether the surface water attains the criteria for the surface water quality associated with the designated use.

So then we can sort of move on to what's called the NPDES program – National Pollution Discharge Elimination System, one of the rather awkward federal acronyms that we get from the EPA and the Clean Water Act. NPDES permitting is really designed to address that which comes out of a point source, out of a pipe. The BDD needed to get a NPDES permit for the sediment return line that we run back to the Rio Grande, because that was a point source discharge. NPDES permitting is typically for – wastewater treatment plants are the classic example of regulating what comes out of wastewater treatment plants and also what's called municipal separate storm sewer systems, which makes the acronym MS4.

New Mexico is among a very small group of states that do not have NPDES primacy. We are one of four, which means that EPA does our permitting and the New Mexico Environment Department checks that EPA permit for consistency with New Mexico law. Perhaps Professor Fort wants to speak to why we're only one of the four. I don't know if you want to do that now or later.

MEMBER FORT: Steve Reynolds didn't want New Mexico to have primacy. [inaudible]

MR. HARWOOD: Some decades. So yes. And I think a lot of people have observed that perhaps we should and of course there's lots of current politics around what role the EPA is going to play in doing anything, frankly.

So let's see. EPA has proposed a NPDES permit for stormwater runoff from the Pajarito Plateau. I believe comments closed for that two years ago, June 15th of 2015 and I don't think there's a date for issuance of that by the EPA. So the New Mexico Water Quality Act establishes the WQCC, as I said, the Water Quality Control Commission and provides for the duties and responsibilities including the establishment of the standards as well as process for appealing decisions and rule making to New Mexico Court of Appeals. One of our colleagues, Mr. Bruce Frederick, over at the County has been very involved in a prior job in bringing these appeals. I'm sure he's available if you have specific questions about how that part of the process works.

So the Buckman Direct Diversion diverts water from the Upper Rio Grande stretch of the Rio Grande for drinking water as we all know, and the Upper Rio Grande is considered an impaired waterway under the Surface Water Quality Standards established for this reach. NMED produces what's called an integrated report and as described in the 2016 integrated report the stretch of the Upper Rio Grande from Cochiti to San Ildefonso containing the Buckman Direct Diversion includes the designated use for a public water

system. This use, however, was not assessed in the 2016 integrated report because there are no specific water quality standards, criteria, for public water system use that have been defined in the regulations. So this is perhaps another big piece of the puzzle. Those standards – the public water supply enforcement standards have not been set for this designated use throughout the state. And I think that it's fair to say that – well, maybe I'll just leave it there. If you've got more questions after I get through the basic stuff we can talk about –

MEMBER FORT: Mr. Chair, would be appropriate – for clarification? Thank you. For what standards is that stretch impaired? For what uses, rather?

MR. HARWOOD: Yes, I'm getting – that's a little later. I'll make it to it.

MEMBER FORT: Okay.

MR. HARWOOD: Thank you. Since we've stopped, are there any other questions so far about what I've touched upon? I know Councilor Dominguez wants me to talk about the Treaty of Guadalupe Hidalgo at some point.

COUNCILOR DOMINGUEZ: You have to do it in Spanish.

MR. HARWOOD: I won't do that. So the 2016 integrated list Exhibit A, the designated uses established for the stretch are not supported and available data – well, here we're getting to another big piece of the jigsaw puzzle. Available data and/or information indicate that at least one designated or existing use is not supported. Additional data are necessary to verify the listing before TMDLs are scheduled. Now, TMDL is another wonderful acronym, which stands for total maximum daily load. So this metric, this ruler acknowledges that simply sampling for a contaminant, like a temperature, right, and finding out it's high or low, is not really the full picture when you're talking about water quality. What you really want to know is how much loading of the materials in the water. How pervasive it is and how much of this material is going in, because river systems have an incredible ability to break down contaminants and mix them and repurpose them, depending on temperature and pH and everything else so a lot of contaminants get managed based on loading.

And what the 2016 integrated report says for the following, which we'll get directly to Professor Fort's question, is that TMDLs will be set in 2017. So this is a timely update.

So irrigation, dissolved aluminum is not supported and a TMDL date is set for 2017. Ms. Bowman and I were just talking about whether we know the status of that and that's probably a follow-up topic with NMED staffers. Gross alpha was first listed in 2012 and has a TMDL date of 2017. PCB in fish, PCB in water column, selenium total recoverable, thallium dissolved in turbidity – all of these were sampled between 2012 and 2016. They all have an estimated 2017 TMDL date and then cyanide and I think I've mentioned – so these are non-supporting attainment, and then of course this particular page in the integrated table has a comment, which says the 2016 assessments were based primarily on stormwater data. It should be noted that the City of Santa Fe as the manager of the Buckman Direct Diversion has procedures in place that do not allow for public water supply withdrawal from the Buckman Diversion during significant storm events, which is really – there is a couple of other notes about PCBs and other things if you're interested but this is acknowledging that the MOU that we have with LANL, which we're going to talk about in a minute, with its early notification system, is sort of integrated with this regulatory scheme. And so in a sense these two are tied together. The Board's

obviously got an abiding interest in the MOU agreement and LANL staff have indicated their interest too in a new agreement going forward. So that's very important for us to get that agreement and how it's integrated with the NMED sampling and reporting.

So I hope I've answered part of your question, Professor, on that point. Daniela was just reminding me that Board Member Fort asked for a listing of the impaired uses and I'm just making sure – I'm cross-checking the codes here. So the non-supporting attainment for irrigation is one of the uses that is not supported. Do you want to come up here? Thank you. Livestock watering is the non-supported gross alpha. That's marginal cold water aquatic life not supporting for the PCB, selenium, thallium and turbidity. The primary contact was fully supported. Public water supply not assessed for the reasons I mentioned. Warm water aquatic life not supported for PCB in fish and water column and wildlife habitat not supported for cyanide and PCB in water column.

So it may be easier for me to give you this page. Someone unfortunately has to transcribe all of that, and I'm sorry I got thrown off a little bit by the acronyms that I was needing to find in my list. But are there any questions?

CHAIR ROYBAL: Do we have any questions from the Board? Member Fort.

MEMBER FORT: Mr. Chair, I just first want to thank Mr. Harwood, a fine graduate of the UNM School of Law and also the master of Water Resources program at UNM. And so one can just see how much an interdisciplinary education pays off, because there are probably some lawyers here who probably don't know how to write these chemical abbreviations, Mr. Ives. Selenium.

So my question, Mr. Chair, would be, just to clarify that primary contact is permitted but not livestock watering. That seems that – primary contact is supported, I thought he was saying. There's no –

MR. HARWOOD: Primary contact is fully supported and irrigation was not supported because of the dissolved aluminum.

MEMBER FORT: I would think one would want the clean water for swimming.

COMMISSIONER HAMILTON: The standards are different. The standards for primary contact have to do with what you can absorb more through the skin, not through drinking. It's not dosed through drinking and consumption. And so it also has to do with bacteria. That's why it's supported.

MEMBER FORT: Thank you. That's why I'm just a lawyer. So Mr. Chair, would this be the time to turn to enforcement questions?

CHAIR ROYBAL: Are we okay with –

MR. HARWOOD: I've just got one other piece. I want to make sure we're all on the same – well, actually, if I may, just two other pieces and then I will relinquish the mike. One is just to point out that there is an order on consent which addresses a lot of issues of concern. That was – there's a new 2016 compliance order on consent. It only applies to – it does not apply to contamination from radionuclides and only applies to the hazardous waste component of mixed waste. The order on consent is its own little universe. It's a thick document with a lot going on in it and it has largely been just outside of the orbit of the BDD. We're aware of the work that's been going on. It obviously helps with keeping and improving the general cleanliness of the environment up at LANL but it's never been a key issue for the BDD Board's concern about

stormwater.

In other words it hasn't been in our documents. It's been an incredibly important effort and one we've monitored from a distance. But there's a lot that can be talked about on the order of consent that I will not do today unless you have a specific set of questions.

I do want to mention the six radionuclides that are part of that public disclosure and monitoring only standard, so you've got them in your mind. americium 241, cesium 137, plutonium 239, plutonium 239/240, strontium 90, and tritium. And they are 12-month rolling averages. So that is the order on consent, which I will leave there unless you do have further questions.

And then lastly I did want to mention that there is this very significant federal act from 1954 called the Atomic Energy Act, which guided the development of the first MOU between the Buckman Direct Diversion and LANL National Nuclear Safety Administration. And the Atomic Energy Act of 1954, there's been a lot of writing, both by the Congressional Research Service as well as professors around the country on how the AEA informs states' regulation of nuclear facility. And it's a very significant act that, let's say points us, the BDD Board, in the direction of a cooperative memorandum of agreement, which is what we've done here at the Board with LANL for the last eight or nine years. And I can talk more about the AEA if you'd like, but I wanted to make sure that we at least covered all the major pillars of the regulatory structure that we operate in on water quality. This hopefully is – you've had presentations throughout 2017 on sort of specific pieces but I think what we noted is there wasn't kind of an overarching presentation. This was a bit of a challenge to try to figure out what piece to present to you tonight. I hope this has been helpful. If you want more information on one part or another of what I've talked about I'd be happy to prepare it. And of course if I've missed anything please let me know.

CHAIR ROYBAL: Thank you, Mr. Harwood. Commissioner Hamilton, and then I'm going to go to Member Fort.

COMMISSIONER HAMILTON: So TMDLs normally have a few pieces to the process. Once you get the TMDL you're presenting the load allocation and that has to do with identifying sources and manageable loads, and then you do an implementation plan. Often those things are years ahead. So until you actually get implementation and you start doing things to implement the TMDL – I know there's a lot of interest in enforcement. So is there an anticipated schedule for that?

MR. HARWOOD: I think that it is the years that you reference. I think that it's a very hard process to speed up.

COMMISSIONER HAMILTON: Because you mentioned the TMDL in 2017 but the implementation plan would be past that.

MR. HARWOOD: It would be years past that. And I think – I don't even know that the TMDL schedule is on schedule right now. It's one of those goals that – I think it's one of the things that we ought to check in on the current status of and bring back to you if you'd like. But I would not be surprised if it's delayed because things like this at the state, both at NMED and at the State Engineer's Office, all of these things are massively delayed, these efforts in general. And we may get an answer back that's surprising, which is they're on track and they're going to issue TMDLs this year, but even if that were the case it would be years before we had an implementation plan that

would provide the enforcement structure.

COUNCILOR IVES: If I might on that point, the City is engaged in developing a new stormwater management plan and I believe –

COMMISSIONER HAMILTON: And that's separate. The County is cooperating on that. That's a separate – the MS4 process is – not that there's no relationship but it's a separate process.

COUNCILOR IVES: Yes. But I think the intent is to redo our MS4 as part of that plan and as part of that too we have \$150,000 technical assistance grant from the EPA.

COMMISSIONER HAMILTON: Dollars as opposed to people.

COUNCILOR IVES: I think it may be people as opposed to dollars. And hopefully at least some of that will be done within the next 12 months. I think.

COMMISSIONER HAMILTON: Thanks. That makes sense.

CHAIR ROYBAL: Member Fort, did you have something else?

MEMBER FORT: I did have a couple of questions. So with respect to enforcement, when the Environment Department learned that the stream standards were being violated for these designated uses, what steps have they taken over what period of time to remedy the situation, if any?

MR. HARWOOD: I believe that that triggered the schedule to set the TMDL. So the non-attainment for the use in the designated – the non-attainment of the use in the stretch, which is the exceedence of a level, triggered then the schedule for setting a TMDL, which is the same process we were just speaking about now. So it's not a –

COMMISSIONER HAMILTON: Ridiculously slow.

MEMBER FORT: For how many years has the river been out of compliance with those designated uses?

MR. HARWOOD: Well, we have first listing in 2012, 2014 and 2016, then triggering a TMDL estimated date of creating the TMDL of 2017. So it's been between five to one years. They obviously had non-attainment on a number of things and then they picked a date to sort of do the segment, I think is how it's worked.

MEMBER FORT: And is the consent order – did that involve enforcement by the state for violations of the State Water Quality Standards?

MR. HARWOOD: No.

MEMBER FORT: So the State is not foreclosed from taking action by the whatever causes of action went into the consent order. That may be more than you know, but I just –

MR. HARWOOD: Yes, the order on consent – let's see if I can do this question justice. I've got Daniela whispering in my ear. Would you like to come up?

DANIELA BOWMAN (BDD Staff): The order on consent associated with Los Alamos National Lab refers to RCRA enforcement. That is a completely different act. So the water quality control standards do not apply. So different things apply. And the order on consent is usually not associated with surface water. We have groundwater, springs, soil, sediments and other things and as Kyle mentioned, if it involves only radionuclides then it does not cover such contaminants. Only if you have radionuclides mixed with hazwaste, which makes the entire contamination hazwaste, then the order on consent applies.

MEMBER FORT: So my question then for Mr. Harwood would be then since the State has apparently not taken enforcement action with respect to the violation of these designated uses and non-attainment status for the designated uses, did you reach a conclusion as to whether or not there's anything – leaving out the AEA of 1954, with which I'm somewhat familiar, but leaving that aside, is there any barrier to the State taking enforcement action now, in addition to the TMDL action?

MS. BOWMAN: If I just may include something. Members of the Board, Mr. Chair, here, in this particular appendix if you notice, the source of contamination is listed as unknown. Until the State can confirm who has contaminated this reach they cannot take any actions. So if the source stays as unknown then practically there's nothing that they would do. It's just on that page. If you look at the page.

MEMBER FORT: Yes, it does. Thank you.

MR. HARWOOD: So I think one thing that we have not done yet but we could do, and I think this may answer your question more directly is if we can specify the exact contaminant concern and the issue we could bring back to you some suggestions and some work effort and schedule and likelihood of success sort of summary, like you would do for any sort of legal question on how to get from where we are to where we want to go. And that we have not done. I know now, as you ask the question again, I know you've asked it before so I'm sorry I didn't come prepared at this presentation to give a fuller answer but it is a complex question to map out all of the legal or regulatory options for addressing a particular problem and I think we would have to get pretty specific the issue and what our goal is in order to identify either the legal or regulatory paths to it. So again, I'm sorry I don't have a fuller answer tonight.

MEMBER FORT: Mr. Chair, I guess my suggestion at this time is that we consider a letter from the Board to the Director of the Environment Department asking them whether or not their position with respect to taking enforcement action for violation of these designated uses. So, and I agree with Mr. Harwood. It would be very nice for us to do the work in addition but I don't know what investment we want to make but a first step would be to tell the State that we're interested in seeing them acting now. I think another lawyer has a comment.

COUNCILOR IVES: Well, just on that point I'm trying to understand, based upon what Kyle has reported we have, as we said back whenever, a non-enforcement standard was adopted in 2009, so one that was for monitoring and public disclosure, presumably not for enforcement. And now we're saying that the fact that there are these impairments – I'll have a later question on whether public water, drinking supply is impaired or not. No. Good.

MR. HARWOOD: It's not impaired because there haven't been standards set for it.

COUNCILOR IVES: Okay. So I think one of the problems of asking for enforcement is we have monitoring standards but apparently no standards that are enforceable. Am I understanding that correctly?

MR. HARWOOD: Yes. A public water system use in our segment was not assessed because there are no standards set for the PWS – public water system – throughout the reg. And we had a discussion earlier about why that is and I think it's fair to observe that many water systems in the state are concerned about setting standards for their source water. And so it's not been a push by water providers to set standards and if

you think for a moment, a lot of water providers also run wastewater treatment plants you can understand that there's potentially a linkage there and if you start setting standards you now have the State telling you when you can and can't divert water even if you're confident that your plant can treat it. So there's a whole set of issues there around just asking for standards to be set where there are none now that I think need to be considered.

But certainly Professor Fort's point that we could enquire as to the nature of the current non-supporting attainment criteria for the uses that have been violated. Because obviously clean water for irrigation is a metric of whether it's clean water. Clean water for livestock watering is a measure of the health of the water, generally. And certainly we could enquire about these uses that have already been fully promulgated but I think we should be very careful before we ask for standards to be set for public water systems as predecessors have been.

COUNCILOR IVES: So what, if I might by way of follow-up, what enforcement would be possible in connection with the impaired uses?

MR. HARWOOD: Well, if you went through the TMDL process and the implementation plan would then identify sources and then you'd have an implementation plan there that would seek to manage the source and managing the source can run the gamut from education through to new regulatory regimes and fines and penalties for violating those regimes, but the act itself has a fairly broad set of nouns for the kinds of things that can go into those plans.

COUNCILOR IVES: And when you say TMDLs are to be set in 2017, is that TMDLs for all of the impaired uses?

MR. HARWOOD: Yes. So it's for all of these – they're called causes of the non-attainment for the use, so it's the aluminum, the alpha, the PCB, the selenium, that list of things, that's the TMDL that's supposed to be set in 2017, estimated.

COUNCILOR IVES: Thank you.

MEMBER FORT: Mr. Chair, if I would continue, so to be clear, the State could actually go in now and take enforcement action, assuming it knows the cause of contaminants which it may or may not. But if it does have a reason to believe it knows the sources of contamination it could enforce now under the State Water Quality Act directly against the entity that's causing non-attainment. And it could do it and we could have a role or any citizen attorney could have a role under the mandamus, probably, against the State to say time to get in there and take enforcement action against the entities causing non-attainment. So that's available to the State. And that would be my opinion because I'm pretty familiar with the State law. And the State has broader authority under the law than the EPA has under the NPDES program. We had the Water Quality Act before the Clean Water Act indeed.

So the State could take action and the purpose of my question would be to ask the State why it hasn't done so. TMDL is one route it could go for action but it's not the only route.

CHAIR ROYBAL: Okay. Thank you, Member Fort. Councilor Dominguez.

COUNCILOR DOMINGUEZ: Thank you, Mr. Chair. This discussion makes me wish I would have gone to law school.

MEMBER FORT: You still can.

COUNCILOR DOMINGUEZ: And it's a good thing I paid attention in high school chemistry. But I was going to ask some of this during the budget discussion but let me ask you, Kyle. I guess I would be a little concerned about maybe fiscal impacts and what some of these – has there been any analysis about what some of these – because we're talking about not only public disclosure but we're talking about regulations and potential unfunded mandates. And I'd hate to put this Board in a position where we aren't prepared, necessarily, in looking forward to determining what some of those impacts might be. Have we done any of that?

MR. HARWOOD: We haven't, Board member. One way to approach this question is to come up with a set of recommendations for the Board to consider. And then when we have a little clearer sense, Councilor Dominguez, about exactly what recommendations the Board wants to adopt as a body then we could put some work effort in numbers to that. And I know the relatively straightforward matter that Board member Fort has mentioned, drafting a letter to enquire, that's not a major work effort but certainly, if we were to develop a set of recommendations I think it would be prudent to come back to you with a –

COUNCILOR DOMINGUEZ: But I guess, let me ask it a little bit more directly. You don't foresee anything happening in this fiscal year that would cause fiscal impact that we're not anticipating.

MR. HARWOOD: I think the answer is no. There's nothing I can really think of. We have the work effort that we're in the midst of now, which is budgeted for bringing you the MOU.

COUNCILOR DOMINGUEZ: Right.

MR. HARWOOD: Because that is an end of year effort and it's related to some of these topics and that I think we feel is a very high priority to have a new MOU in place before the end of the year, but on these bigger picture questions that some of these items have touched up, if the Board wants to get involved in the triennial review in a future round, obviously that would be a work effort and budget effort. But I think that Nancy and I are available to help map out a set of recommendations for you really on any topic.

COUNCILOR DOMINGUEZ: So when would we – I guess with all this discussion and there's this uncertainty. I know the State law, it is what it is, and when do you think that we would have to start anticipating some of those fiscal impacts? We're talking water quality regulations and –

MR. HARWOOD: I would urge the Board that we stay focused on getting a new memorandum of agreement with LANL for the next six months. We have a work plan that we'll be presenting in a moment for your consideration, because that's really a pillar of our relationship with our neighbors around stormwater management and what we've explained to the public is how we manage stormwater quality from the source water. And then I think as we bring that effort to a close, which we're targeting right now for the October Board meeting, then we could bring back to you some of the broader water quality topics and what a schedule and budget would look like for that. Am I answering your question?

COUNCILOR DOMINGUEZ: Yes. Yes, you are, because it was really – because that's the next item on the agenda is the LANL MOU. And I know that we had discussions in March about our budget and I think it was after that that we had

discussions about water monitoring. It was around that time. And so I just want to make sure for all intents and purposes that we're prepared, that we're not – we're going to get this MOU and all of a sudden there's going to be this huge fiscal impact that we're not anticipating and that, really that the professionals have done their homework and that you guys have anticipated some of those things. I guess that's really it, Mr. Chair. I have other questions on the budget but I was going to ask that one during the budget discussion but it sounds like when we talk about required water sampling, testing, inspection, analysis – all those things that we've kind of talked about that are all taken care of and are all part of our operating budget. Okay. That's it. Thank you.

CHAIR ROYBAL: Thank you, Councilor. Commissioner Hamilton.

COMMISSIONER HAMILTON: My question was partly, maybe partly to both of you, Councilor Dominguez. I'm wondering what fiscal impact you're wondering about. Are we just concerned about – or are you thinking about that some of these impairments translate into sampling requirements or treatment requirements or whatever? Because clearly, BDD has been treating – part of the reason a lot of systems, as Mr. Harwood alluded to don't – system managers aren't rushing to put water quality standards on public water supply uses because the plans treat to it and it's regulated on the export side, on the output side. And so the BDD has been successfully treating, because we've been sampling. That's monitored. So it's treated water to Safe Drinking Water Act standards. So all these other standards, like some of the things that that reach is impaired for are important in terms of preserving the health of the river, but they probably, frankly, don't really impact the output quality of the BDD drinking water unless we actually identified a problem that was difficult to treat and became a pass-through. And there are concerns about that with like personal care products and certain fine organic pollutants and hormone mimics and that sort of thing. But –

COUNCILOR DOMINGUEZ: I can tell you I don't know enough of State law or water quality standards to make any kind of determination. I just want to make sure that, for instance, if we are going to mandate more monitoring than is required that we're prepared for those impacts. That's really –

COMMISSIONER HAMILTON: Maybe Mr. Harwood would want to chime in, but I suspect that some of the stuff Member Fort is referring to – and I do have a question about what the value of doing a letter would be, what the intent would be, but that would require somebody else to be monitoring, not the BDD, because we're not the source of the impairments.

COUNCILOR DOMINGUEZ: And to that issue, I just want to make sure that – how do they say? The road to hell is paved with good intentions.

COMMISSIONER HAMILTON: You make a good point. Yes.

COUNCILOR DOMINGUEZ: I just want to be cautious that we're not going to do something that's well intended, and rightfully so, but that has an unintended or uncalculated or –

COMMISSIONER HAMILTON: Exactly. And it's in that specific regard I wondered if you could comment on Member Fort's letter suggestion. What would, besides general environmental concerns, which I have just as a professional interest, what the BDD concerns might be served by such a letter?

MR. HARWOOD: Well, I think part of Board member Fort's – if I understood the reason for suggesting a letter, is to not only, number one, put it on the

record, about what our Board concerns are, which we would need to work through as a consensus matter, but also then to elicit some kind of response. Right? To also get some kind of answer back on where they stand and what they're doing and what their workload is. We're sure to hear concerns about their budget and staffing, which are very real, as I think we all know.

What I'd like to suggest though, so we could perhaps move forward on this topic is that Daniela and I contact our counterparts at NMED, make sure we get nailed down, for example, whether this 2017 TMDL process is on track and get a little more detail on where things stand and then perhaps bring back a draft letter to you all to look at at the next Board meeting so you can see whether it's going in the direction you want to go. But if it's going to serve those two points of expressing the Board's interests and concerns on this topic generally, and then asking for a response, that I think is all sort of cricket among entities like the Board and NMED.

MEMBER FORT: May I, since this was my – just to clarify what my thought was. I think as a citizen of the city and county, in so far as we are taking water out of our river and insofar as the river is polluted, in effect, I am confident that the water is treated before it's served to the citizens but I'd hope that – this sounds wrong – I'd hope my elected officials, none of whom is directly from my district present in the room – I'd hope my elected officials – and I'm sure you do – care about the quality of the Santa Fe River. So I guess if this body didn't speak out about the quality of the river I'm not sure what body would speak out and so it's the Santa Fe River – I say Santa Fe River; I'm meaning Rio Grande as I speak. It's the Rio Grande from which we get our water. If the Rio Grande is polluted we should be concerned with water quality in it and I think most citizens would want to know that this body and elected officials from the City and the County are working to clean up the Rio Grande insofar as it's a source of drinking water, but we fish in it. Sometimes we just play around in it, the water whether we should or not.

So from that perspective, starting the process with the Environment Department says we care about water quality and if you care about water – we know they do – what steps have you taken to protect water quality in the Rio Grande? And there may be a good answer for that, but I don't know enough about what that answer is.

COUNCILOR DOMINGUEZ: Mr. Chair, I completely agree. I think if we're going to move in that direction the more information we have, the sooner the better. That way we can anticipate those potential fiscal impacts and we can prepare ratepayers or whomever to pay for those things. So I have no objection to that. I think that's an appropriate direction. Again, I don't know enough of water quality and all of the nuances of it all to say but I definitely care that we have a high water quality standard and if we're going to go above that that's even better. But we should all be wary of what the unintended consequences might be. So I have no problem with that.

CHAIR ROYBAL: Okay. Thank you for your comments. I don't think we have any other comments but I do want to make everybody aware that we need to be out of here by 6:00. So if we can move on to the next item. I think you're going to prepare some additional information for us at the next –

MR. HARWOOD: Certainly.

CHAIR ROYBAL: Thank you, Mr. Harwood. Councilor Ives.

COUNCILOR IVES: Mr. Chair, I think I would support the concept of

posing a letter to ask the question because obviously the cleaner the water delivered to the BDD I think the better off all of us are. So I think we do have a vested interest on the quality of the water in asking the question or what the agency is doing is like a fair and reasonable thing to do. So I'd love to see us, maybe at the next meeting, review such a letter with the possibility of approving, sending it out.

CHAIR ROYBAL: I'd be in support of that. Is everybody –

COMMISSIONER HAMILTON: I'd be in support, especially given the discussion.

CHAIR ROYBAL: Okay. Thank you.

9. LANL MOU Update

CHARLES VOKES (BDD Facilities Manager): Mr. Chair, members of the Board, it's going to be a tough act to follow. I'm going to try and keep mine as simple as I possibly can. One of the things I would like to remind the Board is that the Board is currently funding a treatability study. It's a three-year study and that is in the budget. This will be our third year, to look at those pharmaceuticals and EDCs and the effectiveness of the BDD in treating those. So I believe we're doing all the right things. In meeting with our counterparts at LANL I believe that Mr. Hinze and Mr. Underwood and kind of the new folks at LANL have been very cooperative. They have an interest; they live here and there has not been any resistance to creating the new memo of understanding.

The BDD has and will continue to follow the policy upon notification of stormwater flow from the Los Alamos Canyon that we will suspend our diversion until that ceases. What I'm seeking and hoping that the Board will also go along with this is one, that absolutely we need to continue our early notification system. So we need to know when we have stormwater events that will impact the water quality at the river from flow from the canyons, that we absolutely have that early notification 100 percent of the time. So that's item one.

And then the second item that we are seeking is continuing the funding for the water quality surveillance monitoring. The purpose of this monitoring is simply to determine the continued presence or absence of elevated levels of contaminants within the region. And the last MOU that was in the form of a grant from the DOE to the BDD. This allowed us to tailor our program as we got results, changing the sampling frequencies and protocols as we got results. Those two items, the ENS and continuing the water quality monitoring program in principle, all of those that have been in the meeting, the Los Alamos folks and myself and Mr. Harwood, we feel like that's a good direction and they have agreed in principle that we can move forward with that.

So where we are in the MOU meeting is then taking those two items and having the attorneys, Mr. Harwood and Mr. Underwood representing LANL, sit down and start drafting. What does that look like? What are the actual responsibilities? So our goal in moving forward with that particular MOU is to have the attorneys start drafting, and then hopefully we have something that we can present to the Board to look at way before the October meeting. We're thinking we can get this done in the next month or two at the most.

And so that would be my recommendation is that the memo of understanding, we

continue. We absolutely need the ENS system and we absolutely need the water quality surveillance program, just to continue to see what's going on out there. From there I can answer any questions or concerns that you have.

CHAIR ROYBAL: Is there any questions or concern from the Board?
Councilor Ives.

COUNCILOR IVES: Thank you, Mr. Chair. If we're shooting for October, it would be great if we had at least drafts of the MOU to start reviewing at the next meeting in August. Because if we wait until September the opportunity to suggest changes, given the October deadline will be precious close. So if it's possible to have that for the next meeting, I would strongly encourage that.

CHAIR ROYBAL: Thank you, Councilor Ives. Any other questions from the Board? Mr. Harwood, did you have –

MR. VOKES: Mr. Chair, I wanted to clarify that the MOU expires the end of the year, so our deadline is actually December. We're shooting to be way before that. But we will be putting our best effort into getting something to the Board by the next meeting if we can.

CHAIR ROYBAL: Thank you, Mr. Vokes. Commissioner Hamilton.

COMMISSIONER HAMILTON: Yes. So Mr. Vokes, we've had presentations on the sampling plan that is going into the MOU. Are we still talking about something consistent with that? Because it's modified a little from what has been done in the past, right? It's a little less extensive and whatever. But if I remember, it had some upstream and downstream monitoring and it was enough to at least cover the discharge questions. It had less constituent – less stations where there were constituent monitoring. Are you still happy with that plan or do feel like a need for the Board to look at that again or anything? Is that still on the table for modification?

MR. VOKES: Mr. Chair, Commissioner, I believe that our plan is part of the NMED plan and the Los Alamos monitoring plan, so when we create our annual reports we take what we see, what the NMED program sees, and also what the laboratory program sees, and roll that all into our report. And so what I think our report is is a verification and a participation with those other plans. There has been some language in the MOUs as far as we're going to understand everything that's going on so we're 100 percent sure that we can treat everything.

And as you know, many of these things are not regulated at all, not by EPA, not by NMED. There are some European Union standards on some of them but within the United States they're not regulated. And so the understanding of it, that's why I strongly agree with our program that says when we get flow we're not going to divert. Then certainly our treatability study will give us some indications of some of those other things – the pharmaceuticals and things like just caffeine that are within the environment that we see. How good are we at treating those? You all built a very robust plan as far as what it can and cannot treat.

And so that's what we're looking at, is if we can continue with the grant money that we have I feel like we have a program that we're comfortable with. We can look at those events. We can see what's going on. We can look at the Environment Department's sampling program and their results, and also the laboratory's programs, and then put them together in something that makes sense for the BDD.

COMMISSIONER HAMILTON: Thank you.

CHAIR ROYBAL: Thank you, Mr. Vokes.

10. Report from the Executive Director

MR. VOKES: Thank you, Mr. Chair, members. The only item I have is a quick position vacancy report. One of the things I'm pleased to announce is that Michael Dozier, who represents the operations report is now officially the Operations Superintendent at the BDD. So we're very excited to have someone in that position. We've kind of been doing revolving roles in that, and so we're excited to have him in that position.

We've also filled our electrical position at the BDD. Both of these were internal candidates that we're moving into those positions, so that the number of vacant positions hasn't changed, unfortunately. But we have filled two key positions. So we have our fiscal administrative assistant and a couple of repairman positions and then we've now got an operator position. We are working on those. We are conducting interviews on three of those currently within the next week or two. So we will get there. So I did want to report on that.

Another item that I need to bring to the Board's attention is that we did do an emergency procurement. As you may recall, we have been in the process of purchasing a couple of VFD – variable frequency drives – that adjust the speed of the pumps, and those are the pumps that take the water from the conventional plant and pushes it through the advanced plant. We had two of those VFDs that had gone out and so we purchased those two. Unfortunately, the third one went out last week and so we did an emergency procurement. The two that we had purchased arrived in Albuquerque but the installation of those, we did use an emergency procurement to get those installed during the weekend before the Fourth of July. We were down to essentially one pump within the plant because of those VFD failures.

We feel like the new model, the brand that was bought, are going to be much more robust and they will last more than the five or six years that these have lasted. So Mackie will be bringing that to the Board down the road. And the amount on that was about \$49,000 for the installation. The purchase of the two VFDs was about another \$49,000. So it's about a \$100,000 investment in that equipment. But I wanted to bring that to your attention.

The other thing that you will be seeing down the road is the purchase of an additional two more VFDs so that we have four new ones in place, because we have now two in place and we have one that's probably going to follow the way of the others. But we will be bringing that to the Board within the next few months. So questions, comments on anything?

CHAIR ROYBAL: Do we have any questions or comments from the Board? Okay. Thank you, Mr. Vokes.

DISCUSSION AND ACTION

13. Request formal adoption of the Fiscal Year 2018 Annual Operating Budget in the Amount of \$8,284,536, Plus \$626,706 in Contributions to the Major Repair and Replacement Fund

MS. ROMERO: Mr. Chair, members of the Board, we are here to request formal adoption of the BDD annual budget for fiscal year 2018. On March 2, 2017, the BDD Board approved the proposed annual operating budget and other fund contributions, and recommended the budget to be considered and approved by Santa Fe City Council and Santa Fe County Board of County Commissioners.

On April 26, 2017, the City of Santa Fe's Water Division's annual budget, which did include funding for BDD was approved by Santa Fe City Council. And on June 27th the Santa Fe County Public Utilities Department's annual, which did include funding for BDD, less \$59,420 was also approved by Santa Fe County Board of Commissioners. Therefore based on the amounts requested and approved by our governing bodies the BDD is requesting formal adoption of \$8,284,536, plus the annual contribution to our major repair and replacement fund for 626,706.

The formal adoption is \$208,842 less than the amount that was requested and approved by the BDD Board. This reduction is due to the removal of a vehicle purchase and Santa Fe County has agreed to donate a comparable vehicle to BDD. So that has been removed from the adoption of the budget. Do you have any questions?

CHAIR ROYBAL: Do we have questions from the Board? Councilor Dominguez.

COUNCILOR DOMINGUEZ: Thank you, Mr. Chair. Actually, some of the questions were already asked, and just to clarify, Chuck, I had asked Mackie out in the hallway that the \$626,706 was from the major repair and replacement fund and that's articulated on the last page of the budget.

MS. ROMERO: That is correct.

COUNCILOR DOMINGUEZ: Correct? Okay. And then I just want to go over vacancies again. I know that we're not balancing our budget based on vacancies but it looks like we're anticipating four vacancies at the close of the 17 fiscal year. Is that how I read that? And that's on page 6. It says with four vacant positions.

MS. ROMERO: Mr. Chair, members of the Board, that may have been as of when we took the budget for approval, but I'm sure that number has changed so I'll refer to Mr. Vokes to see where we're at.

COUNCILOR DOMINGUEZ: Well, let me just ask you this. This is based on the numbers that we had in March.

MS. ROMERO: The budget is based on filling all positions so we budget – so the four vacancies that we have here presented was just to explain where we thought we were going to end the fiscal year as far as expenditures in comparison to the budget request but our budget request does include funding for all BDD positions.

COUNCILOR DOMINGUEZ: Just that comment – I'm glad to see that we're not balancing the budget on these vacant positions and just to encourage you to keep trying to get these positions filled.

And then, I guess just another comment. There were no major discussions –

correct me if I'm wrong, Councilor Ives – outside of what's been presented at the City Council level, or at the City Council.

COUNCILOR IVES: Not that I recall.

COUNCILOR DOMINGUEZ: And then on page 9, the compliance agreements, required water sampling, testing, inspection, analysis, that's the \$181,000? What is – give me an example of what that – I mean that's an agreement.

MS. ROMERO: So Mr. Chair, members of the Board, that line item is actually a compilation of several compliance agreements. We have the \$120,000 for our ALS, and that includes the federal grant funding of \$96,000 in there, plus BDD's contribution. Then you have the TREAT study, which is done also from ALS and that was the approval on the Consent Agenda. That's about \$30,000. And then we have Hall, which does some more additional sampling. That's another contract we do. We budgeted about \$20,000 for that and that's roughly what makes up the compliance and water sampling testing and inspection and analysis. So it's a combination of compliance agreements.

COUNCILOR DOMINGUEZ: These compliance agreements – Chuck, maybe you can answer this better. Are these mandated compliance agreements? Or are these self-imposed, or a combination of both? I know that in the end it's for the better, but –

MR. VOKES: There are samples that we're required to do, there are samples that we're electing to do. The stormwater quality monitoring program which the majority of that is funded by the laboratory, I would say that is elected because we're going out and we're sampling the river and [inaudible] the TREAT study is another elected group of samples that we're doing, but then there are those that are regulated by the Environment Department and the EPA that we are required to do on a monthly, quarterly, even daily basis that's included in that.

COUNCILOR DOMINGUEZ: This captures all of that.

MR. VOKES: Yes.

COUNCILOR DOMINGUEZ: All of that operation. And I think that's all I had, Mr. Chair. there was – that's it. Thank you.

CHAIR ROYBAL: Thank you, Councilor Dominguez. Did we have any other questions from the Board? Councilor Ives.

COUNCILOR IVES: Thank you, Mr. Chair. I think one follow-up. We've been talking about the LANL MOU, which obviously involves sampling protocols. Is that item in those compliance agreements, and if not where is that reflected in the budget, if at all?

MR. VOKES: That's included in those amounts. It was offset.

COUNCILOR IVES: Yes.

MS. ROMERO: And Mr. Chair, members of the Board, you see the funding as part of the federal grant funding, is the \$96,000. If you go to your last page you'll see that that is also part of the budget approval. You'll see federal funds are included in there for that agreement that's tied to the MOU.

CHAIR ROYBAL: Okay, any other questions from the Board? What's the pleasure of the Board?

COUNCILOR DOMINGUEZ: Move for approval.

CHAIR ROYBAL: We have a motion by Carmichael Dominguez.

COMMISSIONER HAMILTON: Second.
CHAIR ROYBAL: And a second by Commissioner Hamilton.

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

14. Request approval of Award of Bid No. '17/36/B "BDD Water Treatment Plant Chemicals" to various vendors for fiscal year 2017/2018

CHAIR ROYBAL: I'd like to say congratulations to Mr. Dozier.

MR. DOZIER: Thank you, Mr. Chair. Mr. Chair, members of the Board, in May we issued a request for bid for several water treatment plant chemicals. In June we received all of the bids and went through everything. Listed below are the winning bids and we request approval of the bid documents listed in the next few pages.

CHAIR ROYBAL: Okay, do we have any questions from the Board?
What's the pleasure of the Board?

COUNCILOR IVES: Move to approve.

COUNCILOR DOMINGUEZ: Second.

CHAIR ROYBAL: We have a motion and a second.

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

MATTERS FROM THE PUBLIC

CHAIR ROYBAL: Is there anybody here from the public today that would like to address the Board? Okay, seeing nobody here from the public to address the Board I'll go ahead and close Matters from the Public.

MATTERS FROM THE BOARD

CHAIR ROYBAL: Do we have Matters from the Board? Anybody from the Board have anything? Okay, I need to read into the record. I'll state for the record and our minutes that the only matters discussed during the executive session at our last regular Board meeting on June 1, 2017, as well as at our special meeting held on June 26, 2017 were the matters as stated in the motion to go into executive session and no action was taken.

I'm going to go ahead and close Matters from the Board.

NEXT REGULAR MEETING: Thursday, August 3, 2017@ 4:15pm

ADJOURNMENT

Having completed the agenda, Chair Roybal declared this meeting adjourned at approximately 5:45 p.m.

Approved by:

Henry Roybal, Board Chair

Respectfully submitted:

Debbie Doyle, Wordswork

FILED BY:

GERALDINE SALAZAR
SANTA FE COUNTY CLERK

ATTEST TO:

YOLANDA Y. VIGIL
SANTA FE CITY CLERK

DRAFT

subject to approval



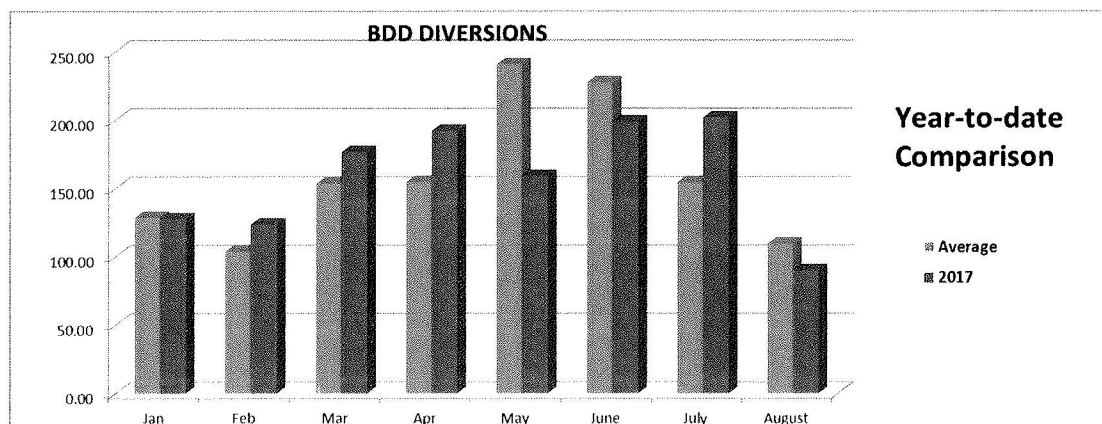
A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: August 24, 2017
To: Buckman Direct Diversion Board
From: Michael Dozier, Operations Superintendent *MD*
Subject: Update on BDD Operations for the Month of August 2017

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of August 2017. The BDD diversions and deliveries have averaged, in Million Gallons Daily (MGD) as follows:
 - a. Raw water diversions: 5.51MGD Average
 - b. Drinking water deliveries through Booster Station 4A/5A: 4.59MGD Average
 - c. Raw water delivery to Las Campanas at BS2A: 0.80MGD Average
 - d. Onsite treated and non-treated water storage: 0.12MGD Average
2. The BDD is providing approximately 39% percent of the water supply to the City and County for the month.
3. The BDD year-to-date diversions are depicted below



4. Background Diversion tables:

Buckman Direct Diversion Monthly SJC and Native Diversions

Aug-17

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	395.248	84.736	0.000	310.512	310.512	0.000	2.717
FEB	383.179	26.107	3.426	353.646	353.646	0.000	3.087
MAR	547.849	17.804	11.643	518.402	518.402	0.000	4.564
APR	592.385	381.170	0.000	211.216	211.216	0.000	1.821
MAY	488.240	478.925	0.000	9.315	9.315	0.000	0.072
JUN	616.871	12.970	0.000	603.900	477.780	126.121	5.517
JUL	626.113	23.719	0.000	602.394	484.406	117.988	5.429
AUG	393.201	5.122	0.000	388.079	329.772	58.307	3.524
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	4,043.086	1,030.552	15.069	2,997.465	2,695.049	302.416	26.731

In Acre-Feet

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	84.736	0.000	307.795	307.795	0.000	392.531
FEB	26.107	3.426	350.559	350.559	0.000	380.091
MAR	17.804	11.643	513.838	513.838	0.000	543.285
APR	381.170	0.000	209.395	209.395	0.000	590.565
MAY	478.925	0.000	9.243	9.243	0.000	488.168
JUN	12.970	0.000	598.383	473.415	124.969	611.354
JUL	23.719	0.000	596.965	480.040	116.925	620.684
AUG	5.122	0.000	384.555	326.778	57.778	389.678
SEP	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	1,030.552	15.069	2,970.734	2,671.063	299.671	4,016.355

2016 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Convey- ance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	CITY Total SJC Diversion (Ac-ft)	Las Campanas Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)	SJC used to offset Buckman Wells
JAN	328.16	3.03	325.13	325.13		50.54	375.67	
FEB	248.93	2.29	246.65	246.65		77.48	324.13	
MAR	459.31	4.26	455.05	455.05		128.55	583.60	
APR	562.55	5.04	557.51	557.51		145.95	703.46	
MAY	407.82	3.63	404.19	404.19		179.69	583.88	
JUN	291.83	2.66	289.17	191.31	97.86	34.26	323.43	
JUL	360.03	3.26	356.77	251.89	104.87	113.93	470.69	
AUG	133.52	1.22	132.30	88.75	43.55	67.55	199.85	
SEP	313.61	2.52	311.09	311.09		316.73	627.82	
OCT	585.70	4.23	581.47	563.60	17.88	149.97	731.45	
NOV	288.72	2.58	286.14	282.09	4.05	122.83	408.97	
DEC	277.86	2.22	275.64	275.64		109.01	384.65	
TOTALS	4,258.04	36.94	4,221.11	3,952.90	268.21	1,496.49	5,717.60	

Source of SJC Releases in reporting month. Includes conveyance losses.

2016	ABIQUIU			
Month	Total Release (Ac-ft)	City	County	Club at Las Campanas
JAN	328.16	328.16		
FEB	248.93	248.93		
MAR	459.31	459.31		
APR	562.55	562.55		
MAY	407.82	407.82		
JUN	291.83	193.07		98.76
JUL	360.03	254.20		105.83
AUG	133.52	89.57		43.95
SEP	313.61	313.61		
OCT	585.70	567.69		18.01
NOV	288.71	284.63		4.08
DEC	277.86	277.86		
TOTALS	4,258.03	3,987.40		270.63

2015 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Convey- ance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	CITY Total SJC Diversion (Ac-ft)	Las Campanas Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)
JAN	246.57	2.40	244.17	244.17		66.12	310.29
FEB	272.15	2.36	269.79	269.79		56.73	326.52
MAR	180.19	1.60	178.59	178.59		178.02	356.61
APR	0.00	0.00	0.00	0.00		40.13	40.13
MAY	226.67	2.15	224.53	224.53		238.73	463.26
JUN	563.77	5.04	558.72	448.40	110.33	128.54	687.27
JUL	299.65	2.70	296.95	234.93	62.02	148.67	445.62
AUG	279.43	2.54	276.89	276.89		213.73	490.62
SEP	552.16	4.98	547.18	547.18		130.85	678.03
OCT	597.48	5.30	592.18	592.18		80.41	672.59
NOV	428.42	3.89	424.52	424.52		66.27	490.79
DEC	197.65	1.76	195.89	195.89		111.20	307.09
TOTALS	3,844.14	34.72	3,809.41	3,637.07	172.35	1,459.40	5,268.82

Source of SJC Releases in reporting month. Includes conveyance losses.

2015	ABIQUIU			
Month	Total Release (Ac-ft)	City	County	Club at Las Campanas
JAN	246.57	246.57		
FEB	272.15	272.15		
MAR	180.19	180.19		
APR	0.00	0		
MAY	226.67	226.67		
JUN	563.76	452.44		111.32
JUL	299.65	237.07		62.58
AUG	279.43	279.43		
SEP	552.16	552.16		
OCT	597.48	597.48		
NOV	428.42	428.42		
DEC	197.65	197.65		
TOTALS	3,844.13	3,670.23		173.90

2014 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Convey- ance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	CITY Total SJC Diversion (Ac-ft)	COUNTY Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)	SJC used to offset Buckman Wells
JAN	383.35	3.74	390.34	390.34		12.68	403.02	
FEB	349.51	3.28	341.55	341.55		11.38	352.93	
MAR	373.88	3.66	381.69	357.07	34.09	148.83	539.99	
APR	178.75	1.70	176.78	92.46	84.47	227.22	404.15	
MAY	491.46	4.61	480.35	389.13	91.22	374.86	855.21	
JUN	427.50	3.96	412.65	295.07	117.58	292.84	705.49	
JUL	425.22	4.14	431.96	399.51	32.46	72.32	504.29	
AUG	496.68	4.60	479.66	479.66		96.07	575.73	
SEP	552.71	5.40	562.83	562.83		84.85	647.68	
OCT	381.93	3.63	378.30	378.30		142.46	520.76	
NOV	441.14	4.09	426.17	426.17		11.59	437.76	
DEC	423.99	4.13	430.74	430.74		19.56	450.30	
TOTALS	4,926.12	46.94	4,893.02	4,542.83	359.82	1,494.66	6,397.31	

Source of SJC Releases in reporting month. Includes conveyance losses.

2014	ABIQUIU			
Month	Total Release (Ac-ft)	City	County	Club at Las Campanas
JAN	383.35	383.35		
FEB	349.51	349.51		
MAR	373.74	346.37		27.37
APR	178.83	93.42		85.41
MAY	491.82	399.41		92.41
JUN	427.82	307.54		120.28
JUL	425.22	397.13		28.09
AUG	496.68	496.68		
SEP	552.71	552.71		
OCT	381.93	381.93		
NOV	441.14	441.14		
DEC	423.99	423.99		
TOTALS	4,926.74	4,573.18		353.56

2013 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Convey- ance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	CITY Total SJC Diversion (Ac-ft)	COUNTY Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)	SJC used to offset Buckman Wells
JAN	439.04	4.24	441.79	441.79		44.09	485.88	
FEB	261.03	2.47	257.94	257.94		10.49	268.43	
MAR	353.69	3.30	343.57	343.57		75.66	419.23	
APR	680.73	6.34	661.33	661.33		89.47	750.80	
MAY	1,045.27	9.88	1,030.46	1030.46		22.86	1,053.32	
JUN	817.91	7.85	734.56	734.56	83.44	260.03	1,078.03	
JUL	606.85	5.90	397.47	397.47	78.83		476.30	138.43
AUG	108.68	0.91	41.68	41.68	36.91		78.59	16.46
SEP	136.77	1.43	63.86	63.86	53.76		117.62	31.68
OCT	255.24	2.46	213.87	213.87	42.66	72.92	329.45	
NOV	196.45	1.88	187.02	187.02	8.48	117.33	312.83	
DEC	293.76	2.63	274.19	274.19		12.25	286.44	
TOTALS	5,195.42	49.29	4,647.74	4,647.74	304.08	705.10	5,656.92	186.57

Source of SJC Releases in reporting month. Includes conveyance losses.

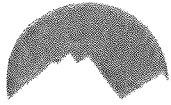
2013	ABIQUIU			
Month	Total Release (Ac-ft)	City	County	Club at Las Campanas
JAN	439.04	439.04		
FEB	261.03	261.03		
MAR	353.69	353.69		
APR	680.73	680.73		
MAY	1,045.27	1045.27		
JUN	817.90	729.3		88.6
JUL	606.85	473.27		133.58
AUG	108.68	65.21		43.47
SEP	136.77	83.87		52.9
OCT	255.24	211.15		44.09
NOV	196.46	186.31		10.15
DEC	293.76	293.76		
TOTALS	5,195.42	4,822.63		372.79

2012 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Convey- ance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)	SJC used to offset Buckman Wells
JAN	448.09	4.06	447.00	411.56	5.02	416.58	35.44
FEB	210.29	1.97	216.94	208.13	32.21	240.34	8.81
MAR	335.75	2.94	323.61	312.85	59.21	372.06	10.76
APR	528.63	4.72	519.90	519.90	108.61	628.51	
MAY	660.18	6.24	651.05	651.05	145.51	796.56	
JUN	722.36	6.79	692.21	692.21	120.92	813.13	
JUL	152.03	2.23	191.75	157.16		157.16	34.60
AUG	86.08	0.58	60.90	60.90	239.96	300.86	
SEP	637.17	6.05	630.92	630.92	110.07	740.99	
OCT	747.21	7.14	744.87	744.87	50.82	795.69	
NOV	479.19	4.63	482.65	482.65	120.91	603.56	
DEC	442.67	4.17	434.71	434.71	119.44	554.15	
TOTALS	5,449.65	51.52	5,396.51	5,306.91	1,112.68	6,419.59	89.61

Source of SJC Releases in reporting month. Includes conveyance losses.

2012		HERON		EL VADO		ABIQUIU	
Month	Total Release (Ac-ft)	City	County	City	County	City	County
JAN	448.09					448.09	
FEB						210.29	
MAR						335.75	
APR						528.63	
MAY						660.18	
JUN			27.21			695.15	
JUL			21.42			130.61	
AUG						86.08	
SEP						637.17	
OCT						747.21	
NOV						479.19	
DEC						442.67	
TOTALS	448.09		48.63			5,401.02	




Buckman Direct Diversion

A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: August 29, 2017

To: Buckman Direct Diversion Board

From: Bill Schneider, P.G. Water Resources Coordinator for City of Santa Fe 

Subject: Status Report on Water Reuse Strategy, Planning, and Implementation

Purpose

The City of Santa Fe Water Division is actively engaged in expanding reclaimed water to help meet future water demands and offset climate change-induced water shortages. This memorandum and presentation to the BDD Board will update the BDD Board on the progress to date and next steps.

Background

The City has a long-standing commitment to water reuse in Santa Fe, dating back to the 1950s. Today, up to about 1,500 AFY of recycled water is used to offset potable demands primarily for irrigation of golf courses and sports fields. Over the past 30 years, the City and County have cooperated in studies that have evaluated water reuse options as part of an integrated regional water planning strategy. These studies include Long Range Planning Study (1988), Treated Effluent Management Plan (1998), Long Range Water Supply Plan (2008), Reclaimed Water Supply Plan (2013), Santa Fe Basin Study (2015) and the Jemez y Sangre Regional Water Plan Update (2017). Under anticipated population growth and projected climate change conditions, the Basin Study determined Santa Fe's water supply gap could be as much as 9,323 acre-feet per year (AFY) by 2055 and concluded that expansion of water reuse is the most viable strategy for mitigating the projected water shortages.

The Basin Study led to development of the Santa Fe Water Reuse Feasibility Study (FS) (2017), which sought to identify the highest value use of the reclaimed water currently available from the Paseo Real Water Reclamation Facility (WRF) and potential flows from the Quill WRF, while still maintaining lower Santa Fe River flows for cultural and ecological purposes. The FS evaluated seven water reuse alternatives using an enhanced triple bottom line approach (considering economic, social, and environmental aspects), with criteria weighted by City and County project team members. The Feasibility Study evaluated expansion of the existing non-potable reuse system, water resource exchanges, and potable reuse alternatives including indirect

potable reuse (IPR) via augmentation of local surface and groundwater supplies and direct potable reuse (DPR).

The FS found that the approach that best meets Santa Fe's needs and values is "Full Use of San Juan-Chama Project Rights" via Rio Grande discharge and return strategy. This alternative consists of constructing a new pump station and pipeline to convey reclaimed SJCP water from the Paseo Real WRF to a point of discharge on the Rio Grande just downstream of the BDD diversion site, and return the water via exchange and routing through the BDD. The FS identified that the BDD diversion and WTF currently has sufficient capacity to divert and treat the additional return flows of the reused SJCP water. However, the FS also identified there are a multitude of regulatory, contractual, and economic issues that need to be resolved between the City and County, stakeholders, and numerous regulatory entities before the BDD could be utilized for this purpose. As a result, the City has contracted with Carollo Engineers to conduct a project Implementation Plan to further explore the potential options on how the reused SJCP water can be fully utilized through a multitude of options that include returns through the BDD, aquifer storage and recovery, groundwater pumping offsets, and exchange water to allow for additional storage in McClure and Nichols Reservoirs. The ultimate strategy may include a hybrid of some or all of these options depending on cost, permitting, partnering agreements, and other engineering and contractual factors. The FS concluded the benefits of utilizing the BDD as part of the water reuse strategy include:

- Greatest water supply benefit through drought-resistant recycled water supplies
- Fully utilizes Santa Fe's SJCP water with the lowest capital and long-term costs
- Requires no additional treatment and lowest energy and chemical usage (most sustainable)
- Leverages Santa Fe's existing investments and available capacity in the BDD diversion, conveyance, and treatment systems
- Maintains releases to Santa Fe River for downstream environmental and cultural uses
- Potential for sharing costs with U.S. Bureau of Reclamation Title XVI program

Next Steps

As presented in the public open house held at the Genovese Chavez Recreation Center in January 2017, the triple-bottom line analyses conducted as part of the Santa Fe Water Reuse Feasibility Study concluded that "Full Use of SJCP Water Rights" via Rio Grande returns provides the highest value and beneficial use of the reuse water. As a result, the City is embarking on an Implementation Plan to engage project partners and stakeholders to evaluate engineering design, permitting, contractual and other technical, regulatory, and economic issues necessary to develop a fully vetted out strategy for optimizing Santa Fe's reuse water.

The Implementation Plan will kick off in September and is expected to be complete within 6 to 9 months. The City recently submitted an application for a Title XVI grant from the Bureau of Reclamation under the WIIN program requesting funding and technical support to complete the aforementioned Implementation Plan and Preliminary Design.

City of Santa Fe, New Mexico

memo

To: Buckman Direct Diversion Project Board

Via: Shannon Jones, Acting Public Utilities Director

Rick Carpenter, Acting Water Division Director



From: Alan G. Hook, Water Resources Coordinator Assistant *A.G.H.*

Date: August 28, 2017

Re: Submittal of the FY2018 Water Trust Board Application for the construction of a 4 million gallon finished water storage tank at the Buckman Direct Diversion Regional Water Treatment Facility.

Background:

In FY 2017, the City of Santa Fe, as the Fiscal Agent for the Buckman Direct Diversion Project, submitted an application to the Water Trust Board for financing in the amount of \$895,843 to design & construct a 4 million gallon finished water storage tank at the Buckman Direct Diversion Regional Water Treatment Plant. The project was approved for funding in the NM 53RD Legislature's first session of 2017 (see Attachment 1&2); however, due to the NM 53RD Legislature's first special session of 2017 and given the state budget concerns no Water Trust Fund applicants were funded for FY 2017.

Information:

For FY 2018, the City of Santa Fe, as the Fiscal Agent for the Buckman Direct Diversion Project, will again be submitting an application to the Water Trust Board for financing in the amount of \$ \$895,843 to design & construct a 4 million gallon finished water storage tank at the Buckman Regional Water Treatment Plant (see Attachment 3). The City of Santa Fe Water Division has already secured contractual services for pre-construction design & specifications, surveying, site inspection & project management and expects 60% design and anticipated project construction costs by December 2017. The purpose of the 4 million gallon finished water storage tank project is to store additional treated water diverted from the Rio Grande intended for municipal use within the service area of the City of Santa Fe and Santa Fe County. The 4 million gallon finished water tank will be located on the same parcel of land as the Buckman Direct Diversion Regional Water Treatment Facility and will double the storage capacity currently available via the existing 4 million gallon finished water tank already on site.

1

Attachment 1: House Bill 59, NM 53RD Legislature, First Session, 2017

Attachment 2: Senate Bill 44, NM 53RD Legislature, First Session, 2017

Attachment 3: Item #10 – FY 2018 Notice of Intent for Water Trust Board Funding

Attachment 4: City of Santa Fe & Santa Fe County Cost-Share Agreement

2

HOUSE BILL 59

53RD LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2017

INTRODUCED BY

Candy Spence Ezzell

AN ACT

RELATING TO FINANCE; AUTHORIZING THE NEW MEXICO FINANCE
AUTHORITY TO MAKE LOANS OR GRANTS FROM THE WATER PROJECT FUND
FOR CERTAIN WATER PROJECTS; DECLARING AN EMERGENCY.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. AUTHORIZATION OF QUALIFYING WATER PROJECTS.--

Pursuant to the provisions of Section 72-4A-9 NMSA 1978, the
legislature authorizes the New Mexico finance authority to make
loans or grants from the water project fund to the following
qualifying entities for the following qualifying water projects
on terms and conditions established by the water trust board
and the New Mexico finance authority:

1. to the Alcalde mutual domestic water consumers'
and mutual sewage works association in Rio Arriba county for a
water storage, conveyance and delivery project;

.205540.1

underscored material = new
[bracketed material] = delete

- 1 2. to the Ancones mutual domestic water and
2 wastewater consumers association in Rio Arriba county for a
3 water storage, conveyance and delivery project;
- 4 3. to the city of Anthony in Dona Ana county for a
5 flood prevention project;
- 6 4. to the Canadian River soil and water
7 conservation district in Quay county for a watershed
8 restoration and management project;
- 9 5. to the Canoncito at Apache Canyon mutual
10 domestic water consumers' and mutual sewage works association
11 in Santa Fe county for a water storage, conveyance and delivery
12 project;
- 13 6. to the city of Carlsbad in Eddy county for a
14 water conservation or treatment, recycling or reuse project;
- 15 7. to the village of Cimarron in Colfax county for
16 a water storage, conveyance and delivery project;
- 17 8. to the Claunch-Pinto soil and water conservation
18 district in Torrance county for a watershed restoration and
19 management project;
- 20 9. to the Claunch-Pinto soil and water conservation
21 district in Torrance county for an additional watershed
22 restoration and management project;
- 23 10. to the city of Clovis in Curry county for a
24 water conservation or treatment, recycling or reuse project;
- 25 11. to the village of Columbus in Luna county for a

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1 water storage, conveyance and delivery project;

2 12. to the village of Eagle Nest in Colfax county
3 for a water storage, conveyance and delivery project;

4 13. to the East Rio Arriba soil and water
5 conservation district in Rio Arriba county for a watershed
6 restoration and management project;

7 14. to El Creston mutual domestic water consumers
8 association in San Miguel county for a water storage,
9 conveyance and delivery project;

10 15. to the town of Elida in Roosevelt county for a
11 water storage, conveyance and delivery project;

12 16. to the eastern New Mexico water utility
13 authority in Curry county for a water storage, conveyance and
14 delivery project;

15 17. to the city of Jal in Lea county for a water
16 conservation or treatment, recycling or reuse project;

17 18. to the lower Arroyo Hondo mutual domestic water
18 consumers association in Taos county for a water storage,
19 conveyance and delivery project;

20 19. to the lower Rio Grande public water works
21 authority in Dona Ana county for a water conservation or
22 treatment, recycling or reuse project;

23 20. to the lower Rio Grande public water works
24 authority in Dona Ana county for a water storage, conveyance
25 and delivery project;

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1 21. to the North Star domestic water consumers and
2 mutual sewage works cooperative, incorporated, in San Juan
3 county for a water storage, conveyance and delivery project;

4 22. to the city of Portales in Roosevelt county for
5 a water storage, conveyance and delivery project;

6 23. to the town of Red River in Taos county for a
7 water storage, conveyance and delivery project;

8 24. to the Santa Cruz water association in Santa Fe
9 county for a water storage, conveyance and delivery project;

10 25. to the city of Santa Fe in Santa Fe county for
11 a water storage, conveyance and delivery project;

12 26. to the city of Santa Rosa in Guadalupe county
13 for a water conservation or treatment, recycling or reuse
14 project;

15 27. to the city of Santa Rosa in Guadalupe county
16 for a water storage, conveyance and delivery project;

17 28. to the city of Truth or Consequences in Sierra
18 county for a water storage, conveyance and delivery project;

19 29. to the Trampas mutual domestic water consumers'
20 and mutual sewage works association in Taos county for a water
21 conservation or treatment, recycling or reuse project;

22 30. to the upper Rio Grande watershed district in
23 Rio Arriba county for a flood prevention project;

24 31. to the Ute Creek soil and water conservation
25 district in Harding county for a watershed restoration and

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1 management project; and

2 32. to the Valley Estates mutual water and sewer
3 association in Rio Arriba county for a water storage,
4 conveyance and delivery project.

5 SECTION 2. EMERGENCY.--It is necessary for the public
6 peace, health and safety that this act take effect immediately.

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SENATE BILL 44

53RD LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2017

INTRODUCED BY

Joseph Cervantes

ENDORSED BY THE NEW MEXICO FINANCE AUTHORITY

OVERSIGHT COMMITTEE

AN ACT

RELATING TO FINANCE; AUTHORIZING THE NEW MEXICO FINANCE

AUTHORITY TO MAKE LOANS OR GRANTS FROM THE WATER PROJECT FUND

FOR CERTAIN WATER PROJECTS; DECLARING AN EMERGENCY.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. AUTHORIZATION OF QUALIFYING WATER PROJECTS.--

Pursuant to the provisions of Section 72-4A-9 NMSA 1978, the

legislature authorizes the New Mexico finance authority to make

loans or grants from the water project fund to the following

qualifying entities for the following qualifying water projects

on terms and conditions established by the water trust board

and the New Mexico finance authority:

1. to the Alcalde mutual domestic water consumers'

and mutual sewage works association in Rio Arriba county for a

water storage, conveyance and delivery project;

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- 1 2. to the Ancones mutual domestic water and
- 2 wastewater consumers association in Rio Arriba county for a
- 3 water storage, conveyance and delivery project;
- 4 3. to the city of Anthony in Dona Ana county for a
- 5 flood prevention project;
- 6 4. to the Canadian River soil and water
- 7 conservation district in Quay county for a watershed
- 8 restoration and management project;
- 9 5. to the Canoncito at Apache Canyon mutual
- 10 domestic water consumers' and mutual sewage works association
- 11 in Santa Fe county for a water storage, conveyance and delivery
- 12 project;
- 13 6. to the city of Carlsbad in Eddy county for a
- 14 water conservation or treatment, recycling or reuse project;
- 15 7. to the village of Cimarron in Colfax county for
- 16 a water storage, conveyance and delivery project;
- 17 8. to the Claunch-Pinto soil and water conservation
- 18 district in Torrance county for a watershed restoration and
- 19 management project;
- 20 9. to the Claunch-Pinto soil and water conservation
- 21 district in Torrance county for an additional watershed
- 22 restoration and management project;
- 23 10. to the city of Clovis in Curry county for a
- 24 water conservation or treatment, recycling or reuse project;
- 25 11. to the village of Columbus in Luna county for a

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1 water storage, conveyance and delivery project;

2 12. to the village of Eagle Nest in Colfax county
3 for a water storage, conveyance and delivery project;

4 13. to the East Rio Arriba soil and water
5 conservation district in Rio Arriba county for a watershed
6 restoration and management project;

7 14. to El Creston mutual domestic water consumers
8 association in San Miguel county for a water storage,
9 conveyance and delivery project;

10 15. to the town of Elida in Roosevelt county for a
11 water storage, conveyance and delivery project;

12 16. to the eastern New Mexico water utility
13 authority in Curry county for a water storage, conveyance and
14 delivery project;

15 17. to the city of Jal in Lea county for a water
16 conservation or treatment, recycling or reuse project;

17 18. to the lower Arroyo Hondo mutual domestic water
18 consumers association in Taos county for a water storage,
19 conveyance and delivery project;

20 19. to the lower Rio Grande public water works
21 authority in Dona Ana county for a water conservation or
22 treatment, recycling or reuse project;

23 20. to the lower Rio Grande public water works
24 authority in Dona Ana county for a water storage, conveyance
25 and delivery project;

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1 21. to the North Star domestic water consumers and
2 mutual sewage works cooperative, incorporated, in San Juan
3 county for a water storage, conveyance and delivery project;

4 22. to the city of Portales in Roosevelt county for
5 a water storage, conveyance and delivery project;

6 23. to the town of Red River in Taos county for a
7 water storage, conveyance and delivery project;

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9 county for a water storage, conveyance and delivery project;

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11 a water storage, conveyance and delivery project;

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17 28. to the city of Truth or Consequences in Sierra
18 county for a water storage, conveyance and delivery project;

19 29. to the Trampas mutual domestic water consumers'
20 and mutual sewage works association in Taos county for a water
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23 Rio Arriba county for a flood prevention project;

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25 district in Harding county for a watershed restoration and

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1 management project; and

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4 conveyance and delivery project.

5 SECTION 2. EMERGENCY.--It is necessary for the public
6 peace, health and safety that this act take effect immediately.

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NOTICE OF INTENT TO APPLY FOR 2018 WATER TRUST BOARD FUNDING

This Notice of Intent serves as notification of the Applicant's desire to apply for Water Trust Board ("WTB") funding for the 2018 cycle. WTB funding applications may only be submitted via the New Mexico Finance Authority's online application and account system, EnABLE™ (EnABLE). If you have not previously enrolled for access to EnABLE, or if the Primary Contact and/or authorized consultants have changed, please submit an Enrollment Form along with this Notice of Intent.

I. Applicant Information:

Applicant Name: City of Santa Fe	
Applicant Mailing Address: 801 W. San Mateo Rd.	
City: Santa Fe	State: New Mexico
County: Santa Fe	Zip: 87504
Email: rrcarpenter@santafenm.gov	Phone: 505-955-4206

APPLICANT PRIMARY CONTACT (authorized to access EnABLE)	
Primary Contact Name: Rick Carpenter	
Primary Contact Title: Acting Water Division Director	
Mailing Address (if different from Applicant): Click here to enter text.	
City: Click here to enter text.	State: Click here to enter text.
County: Click here to enter text.	Zip: Click here to enter text.
Email: rrcarpenter@santafenm.gov	Phone: 505-955-4206

APPLICANT SECONDARY CONTACT (primary project contact)	
Secondary Contact Name: Kristin Johansen	
Secondary Contact Title: Engineer	
Mailing Address (if different from Applicant): Click here to enter text.	
City: Click here to enter text.	State: Click here to enter text.
County: Click here to enter text.	Zip: Click here to enter text.
Email: kgjohansen@santafenm.gov	Phone: 505-955-4279

II. Project Information

Project Name: BDD Water Treatment Facility, 4 Million Gallon Water Storage Tank

Amount Requested: \$ 895,843

Please note that WTB policy limits the amount of award that any applicant may receive to 15% of the available funds in any year. The net available funds for the 2018 cycle are anticipated to be approximately \$21.7 million. Therefore, the 15% cap for the 2018 cycle is approximately \$2.9 million.

Project Type – Check One That Applies

- ☒ Water Storage, Conveyance and Delivery
- ☐ Watershed Restoration and Management
- ☐ Endangered Species Act Collaborative
- ☐ Flood Prevention
- ☐ Water Conservation or Treatment, Recycling or Reuse

III. Project Description

Please provide a brief (35 words or less) description of the Project Location and the actual scope/work to be done (design, construction, etc.).

Description:

To construct 4 million gallon water storage tank at the Buckman Direct Diversion Regional Water Treatment Facility for water utility customers within the service area of the City of Santa Fe and Santa Fe County.

IV. Declaration of Project Urgency

Does your project meet any of the following definitions of Urgent? Check all that are applicable and attach evidence of the urgency determination from a Cabinet Secretary or the Secretary's designee.

Public health threats: Projects that address existing and imminent public health threats resulting from waterborne disease outbreak and inadequate water supply.

☐ Yes ☒ No

Safe Drinking Water Act Compliance: Projects that address existing and imminent threats resulting from acute and chronic risk contaminants. System must demonstrate that it has received three violations in the past year.	<input type="radio"/> Yes <input checked="" type="radio"/> No
Wildfire public safety: watershed projects that modify or break up fuels in such a way as to lessen catastrophic fire and its threat to public safety and damage to property?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Dam safety: projects that correct safety deficiencies identified by the Office of the State Engineer and restore dams to a satisfactory condition.	<input type="radio"/> Yes <input checked="" type="radio"/> No
Does your project address other conditions declared an emergency by the Governor of New Mexico or by a Cabinet Secretary of a State agency?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If yes, briefly describe the emergency conditions: Click here to enter text.	

V. Application Resolution:

PLEASE NOTE that the Applicant's Governing Board's Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Water Trust Board is due with the application on October 3, 2017. Applicants needing additional time to work through their governing body approval process may submit the draft resolution with the application and receive an extension to October 20, 2017.

VI. Acknowledgement:

I have reviewed a copy of the Water Trust Board Project Management Policies Revised and Restated as of July 6, 2016. I understand that I will be invited to make a brief project presentation to the Water Trust Board at its meeting currently scheduled October 24, 2017.

I certify that:

- our organization has taken all steps necessary to enroll in the EnABLE application system:
 - ☒ Our organization enrolled in EnABLE as part of the 2017 WTB application cycle and the Primary Contact and authorized consultants have not changed since that enrollment; or
 - ☐ I have attached a completed EnABLE Enrollment Form; and
- To the best of my knowledge, all information contained in this NOI is valid and accurate.

By: _____
 Signature: Highest Elected Official/Authorized Officer

Project Number:

Status Date:

Comment:

Project Funding Source:

Status:

Status Date:

Type:

Amount:

Description:	City of SFe		County of SFe		State Funds	Federal Funds	Total
	WTB Funds	Funds	Funds				
Feasibility/PERS ¹		\$ 31,406.00	\$ -				\$31,406
Design & Specifications ²		\$ 21,037.61	\$ -				\$21,038
Construction Inspection ³		\$ 27,078.13	\$ -				\$27,078
Engineering Services ⁴		\$ 9,580.13	\$ -				\$9,580
Environmental Surveys		\$ -	\$ -				\$0
Archeological Surveys ⁵		\$ 10,831.25	\$ -				\$10,831
Construction	\$ 895,843	\$ 802,079.00	\$ 802,079				\$2,500,001
Land Acquisition		\$ -	\$ -				\$0
Easements & ROW		\$ -	\$ -				\$0
Project Management		\$ 16,246.88	\$ -				\$16,247
Legal Costs		\$ -	\$ -				\$0
Fiscal Agent Fees		\$ -	\$ -				\$0
Total	\$895,843.00	\$918,259.00	\$802,079.00	\$0.00	\$0.00		\$2,616,181.00

*Must be able to demonstrate that the expenditures are directly related to the proposed project and must be able to submit documentation of services provided.

COST SHARING AGREEMENT
BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY

This Cost Sharing Agreement ("Agreement") between the City of Santa Fe ("City") and Santa Fe County ("County") shall be effective as of the date of the full execution of this Agreement.

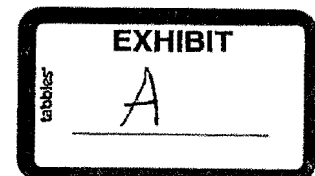
RECITALS

A. The City and the County (collectively, "Parties") own an undivided equal interest in the facilities comprising the Buckman Direct Diversion Project ("BDD Project"), excluding the Club at Las Campanas Separate Facilities, as provided in that certain Facility Operations and Procedures Agreement ("FOPA") for the Buckman Direct Diversion Project, effective as of October 16, 2006, as amended by the First Amendment to the FOPA.

B. Subject to the limitations and conditions provided for herein, the Parties have determined that it is in their mutual best interests to jointly fund the construction of a four (4) million gallon storage tank ("Tank") for finished water at the BDD Project for those times when the BDD Project cannot divert raw water, in order to provide redundancy, and to allow for off-peak time pumping.

C. The total construction cost for the Tank is estimated to not exceed \$2.5 million ("Construction Costs"). The pre-construction costs, including final design, preliminary engineering, and archeological and permitting work (if required), are estimated to be \$54,156.00 ("Pre-Construction Costs").

D. The City has applied for a loan/grant of \$895,843.00 from the New Mexico Water Trust Board for the Construction Costs. The determination of whether the award will be made, the final amount of the award, and how much of the award, if made, will be in the form of a loan or a grant, has not yet been determined by the Water Trust Board.



E. The Parties wish to set forth their agreement as to the payment of the Construction Costs and Pre-Construction Costs for the Tank in the event the Water Trust Board awards, and the City accepts, a loan and/or grant for the Construction Costs.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The City shall be solely responsible for the Pre-Construction Costs, which shall serve as the local match funding required for the FY 2017 Water Trust Board application.

2. The City and the County shall each pay (i) one-half (1/2) of the Construction Costs remaining after the application of the Water Trust Board grant or loan funding and, if any of the funding from the Water Trust Board is made in the form of a loan (rather than grant funds), (ii) one-half (1/2) of all loan repayment obligations, including payments of principal, administrative fees, and interest; provided, however, that the County's obligations are contingent upon and subject to the following conditions:

a. the County's total cost share under this Agreement, including Construction Costs, gross receipts tax, principal repayments, interest (if any), and administrative and other fees on any Water Trust Board loan, shall not exceed \$940,000. The County may terminate this Agreement without liability if contractor bids, plus a reasonable allowance for contingencies, and Water Trust Board interest and fees are such that the County's cost share will exceed \$940,000;

b. the County's cost share shall be payable exclusively from general obligation bond proceeds from bonds sold pursuant to voter authorization to issue general obligation bonds for water projects within the County;

c. any Water Trust Board loan must allow the loan to be prepaid in whole or in part without penalty;

d. the County shall not be liable for any late fees or penalties on any Water Trust Board loan; and

e. the Water Trust Board must announce the award of funding for the Tank by June 30, 2017. If the Water Trust Board has not announced the award of funding for the Tank by June 30, 2017, this Agreement shall automatically terminate.

3. The City will make all required loan payments directly to the Water Trust Board and the County will repay the City for the County's one-half (1/2) share of the loan payments pursuant to a loan repayment schedule agreed upon by the County Manager and the City Manager. At the County's sole discretion, it may prepay its share of any loan, in whole or in part, and the City agrees to cooperate with and process any such prepayment made by the County. The County will reimburse the City for Construction Costs after those costs have been incurred, pursuant to requests for payment submitted to the County by the City with supporting contractor invoices.

4. The Tank, when constructed, shall become part of the BDD Project and owned equally between the City and the County.

5. In the event that BDD is not delivering water from the treatment plant in quantities sufficient to meet the Parties' daily potable water demands, the County and City shall each be entitled to one-half (1/2) of the water stored in the Tank, unless the County Manager and City Manager otherwise agree in writing.

6. This Agreement shall become effective upon the date that it is duly executed by both Parties. Except as provided in Paragraphs 2(a) and 2(e), it shall terminate when the Tank is

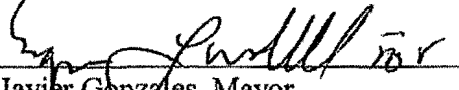
constructed and accepted and the County's share of any loan from the Water Trust Board has been paid in full; provided, however, that Paragraphs 4 and 5 shall survive termination of this Agreement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set

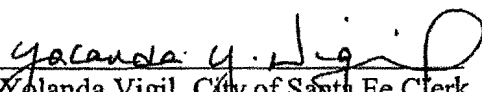
forth below.

CITY OF SANTA FE


Javier Gonzales, Mayor

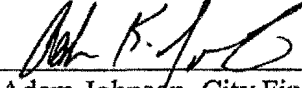
1/25/17
Date

ATTEST:


Yolanda Vigil, City of Santa Fe Clerk
Cmtg. 1/25/17

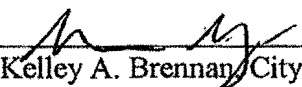
1-25-17
Date

APPROVED:


Adam Johnson, City Finance Director

1/25/17
Date

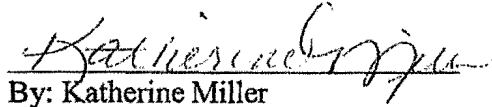
APPROVED AS TO FORM:


Kelley A. Brennan, City Attorney

1/25/17
Date

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

SANTA FE COUNTY


By: Katherine Miller
Its: County Manager

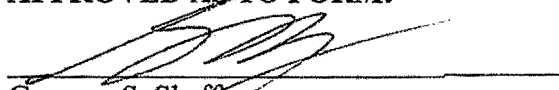
1-25-17
Date

ATTEST:


Geraldine Salazar, County Clerk

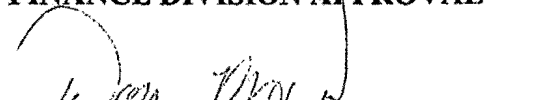
1-25-2017

APPROVED AS TO FORM:


Gregory S. Shaffer
County Attorney

1/25/2017
Date

FINANCE DIVISION APPROVAL

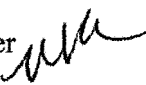

Don D. Moya, Finance Division Director

1-25-17
Date



A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: September 7, 2017
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager 
Subject: 4th Quarter Financial Statements

Purpose:

This memo is intended to update the BDD Board and its partners on our 4th Quarter Financial position as of June 30, 2017.

Budget Overview – A financial plan that quantifies our current and future operations.

- Beginning Budget – FY16/17 Adopted Budget, includes any adjustments.
- Expended – Expenses for services and/or goods received as of 6/30/2017
- Available Balance – Represents vacancy savings and unexpended budget balance as of 6/30/2017.
- Percentage – represents percentage of expended budget.

Fixed & Variable Costs – All expenses including project wide, billed to our partners for services and/or goods received as of June 30, 2017.

Other Funds - Major Repair and Replacement & Emergency Reserve Fund monthly contributions, cash balances and budget overview for budgeted funds approved by the BDDDB for expenditure.

This presentation of financial information for fiscal year ended June 30, 2017, certifies the BDD accounting transaction are reconciled and are ready for its annual audit.

BDD will continue to provide quarterly updates with financial information to provide the highest level of transparency to our partners and the BDD Board.

If you require any additional information to be included in this report, please contact me.





A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

4th Quarter Financial Statement – Operations (07/01/2016-06/30/2017)

Budget Overview

CATEGORY	BEGINNING	EXPENDED	EXPENDED	EXPENDED	EXPENDED	TOTAL	BALANCE	
	BUDGET	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter		AVAILABLE	
Employee Salaries & Benefits	2,215,114	417,648	423,422	529,011	549,663	1,919,745	295,369	87%
Electricity	1,137,673	227,000	222,470	265,159	261,316	975,945	161,728	86%
Chemicals	1,183,000	222,979	264,055	217,799	292,006	996,839	186,161	84%
Solids	335,000	73,892	62,315	84,149	113,899	334,255	745	100%
Materials & Supplies	170,000	30,642	47,659	38,017	33,962	150,280	19,720	88%
Other Operating Costs	726,004	39,505	73,204	139,109	297,647	549,465	176,539	76%
Litigation Costs	925,517	259,303	103,118	262,475	185,054	809,950	115,567	88%
Fiscal Agent Fees	1,100,000	43,001	104,931	29,886	220,195	398,013	701,987	36%
TOTAL	78,883	-	-	78,883		78,883	-	100%
	7,871,191	1,313,970	1,301,174	1,644,488	1,953,742	6,213,374	1,657,817	79%
DOE Federal Grant	96,000	-	22,785			22,785	73,215	24%

Total Expenses thru 06/30/2017

6,236,159

Fixed & Variable Cost – Operations (includes PW)

July - December	Total	Fixed	Variable
Partner Revenue			
City of Santa Fe	4,418,729	3,407,205	1,011,524
Santa Fe County	1,498,031	1,199,804	298,228
LC - Club	194,257	149,456	44,801
LC - Coop	21,816	21,816	-
Total	6,132,834	4,778,281	1,354,553
Other Revenue			
PNM Solar Rebate	80,540		
DOE Federal Grant	22,785		
Total	103,325		
Grand Total	6,236,159		





A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

4th Quarter Financial Statement – Other Funds (Cumulative) (07/01/2016-06/30/2017)

Pre-Bills – Major Repair & Replacement Fund (Yearly Contribution)

	Total	City of SF	SF County	Las Campanas Coop	Las Campanas Club
Major Repair Fund	411,812	292,770	102,820	9,132	7,090
	411,812	292,770	102,820	9,132	7,090

Financial Position - Cash

	Emergency Reserve	Major Repair
Balance at 06/30/2016	1,986,760	1,576,074
*Yearly Billings	25,000	411,812
Interest Earned	22,797	19,161
Total	2,034,557	2,007,046
Less Expenses	-	(350,272)
Balance at 06/30/2017	2,034,557	2,357,319

* Emergency Reserve Fund has reached the funding target, per the established policy.

Budget Overview – Major Repair and Replacement Fund

CATEGORY	BEGINNING BUDGET	EXPENDED 1st Quarter	EXPENDED 2nd Quarter	EXPENDED 3rd Quarter	EXPENDED 4th Quarter	ENCUMB Thru 06/30/2017	BALANCE AVAILABLE
Materials & Supplies	1,167,605	-	69,690	216,681	63,901	817,333	-
TOTAL	1,167,605	-	69,690	216,681	63,901	817,333	-





Buckman Direct Diversion

A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: September 7, 2017
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager
Subject: Sub Surface Contracting, Inc. PSA

Item and Issue:

Request approval to enter into a Professional Services Agreement with Sub Surface Contracting, Inc. in the amount of \$60,000 exclusive of NMGRT.

Background and Summary:

The Buckman Direct Diversion requires services from a licensed firm to provide on-call repair, replacement, installation, abandonment and demolition services for transmission and distribution piping, apparatuses, roadwork, grounds and water storage repair as it relates to the BDD water supply infrastructure. This service will be utilized to supplement the current BDD resources in the repair and maintenance of the Buckman Direct Diversion's facilities and equipment.

In June 2017 the City of Santa Fe awarded RFB '17/32/B for City-Wide Water Construction and Repair, to Sub Surface Contracting, Inc. This request will utilize the City of Santa bid to enter into a Professional Services Agreement to provide on-call repair and replacement services as outlined in the scope of work. This agreement is for an amount not to exceed \$60,000 plus applicable gross receipts tax and shall terminate on June 30, 2018.

Recommended Action:

Staff recommends approval to enter into a professional services agreement with Sub Surface Contracting, Inc. in the amount of \$60,000 exclusive of NMGRT. Funding is available in our approved FY 2017/2018 operating budget.

BU/Line Item: Repair & Replacement of System Equip # 7280000.520150.930020

Approved by BDDDB September 7, 2017

Commissioner Henry P. Roybal, BDDDB Chair



**BUCKMAN DIRECT DIVERSION BDDB
PROFESSIONAL SERVICES AGREEMENT
WITH
SUB SURFACE CONTRACTING, INC.**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board (“BDDB”) and Sub Surface Contracting, Inc. (“Contractor”). The effective date of this Agreement shall be the date when it is executed by the BDDB Chair.

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDB as follows:

A. Contractor shall furnish all necessary supervision, labor, materials, equipment and necessary tools needed to provide on-call repair, replacement, installation, fabrication, modification, rehabilitation, abandonment and demolition services for transmission and distribution piping and apparatuses, roadwork, grounds repair, water storage repair and water supply infrastructure associated with the Buckman Direct Diversion’s (BDD) Water Treatment Plant.

B. All repairs performed under this Agreement will be authorized in writing by a work order signed by the BDD Maintenance Superintendent or BDD Operations Superintendent.

C. The materials testing includes, but is not limited to items such as concrete strength, soil and compaction.

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 in an amount not to exceed sixty thousand dollars (\$60,000.00) 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 BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and in accordance with the attached Exhibit A, City of Santa Fe issued City-Wide Water Construction and Repair Bid '17/32/B Fixed Unit Price Schedule.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDDB and terminate June 30, 2018.

6. TERMINATION

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. Contractor shall not begin the Professional Services required under this Agreement until it has: (i) obtained, and upon the BDDDB's request provided to the BDDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDDB

reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the BDDDB; (ii) obtained BDDDB approval of each company or companies as required below; and (iii) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDDB.

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

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

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

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

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

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

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

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

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

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

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

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

G. **Specific Provisions Required.**

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

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

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

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

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

Contractor for the cost of the additional premium for any coverage requested by the 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 the 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 the City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDDB and the 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 the City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the BDDDB. In any action, suit or legal dispute arising from

this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and

enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

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

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

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

CONTRACTOR: Sub Surface Contracting, Inc.
27A Paseo de River
Santa Fe, NM 87507
Email: _____

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

actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR:
Sub Surface Contracting, Inc.

By: _____
Commissioner Henry P. Roybal, BDD Chair

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____

ATTEST

NM Taxation & Revenue
CRS # _____

Geraldine Salazar, County Clerk

City of Santa Fe Business
Registration # _____

APPROVED AS TO FORM


Nancy R. Long, BDDDB Counsel

APPROVED

Adam K. Johnson, City Finance Director

7280000.520150.930020

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

Exhibit A

CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR CONTRACT, BID 17/32/B EXHIBIT I - FIXED UNIT PRICE SCHEDULE

BID ITEM	DESCRIPTION	UNIT	EST QNTY.	CURRENT RFB 13/37/13		Sub Surface Contracting, Inc. Santa Fe, NM	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
CONSTRUCTION							
10	4" PVC Water Main, c/p, <100'	LF	50	\$18.00	\$ 900.00	\$18.00	\$ 900.00
15	4" PVC Water Main, c/p, >100'	LF	200	\$13.00	\$ 2,600.00	\$13.50	\$ 2,700.00
20	6" PVC Water Main, c/p, <100'	LF	50	\$20.00	\$ 1,000.00	\$23.00	\$ 1,150.00
25	6" PVC Water Main, c/p, >100'	LF	750	\$14.30	\$ 10,875.00	\$16.50	\$ 12,375.00
30	8" PVC Water Main, c/p, <100'	LF	100	\$21.00	\$ 2,100.00	\$23.00	\$ 2,300.00
35	8" PVC Water Main, c/p, >100'	LF	750	\$18.00	\$ 13,500.00	\$21.00	\$ 15,750.00
40	10" PVC Water Main, c/p, <100'	LF	50	\$22.00	\$ 1,100.00	\$25.00	\$ 1,250.00
45	10" PVC Water Main, c/p, >100'	LF	250	\$22.00	\$ 5,500.00	\$24.00	\$ 6,000.00
50	12" PVC Water Main, c/p, <100'	LF	50	\$31.00	\$ 1,550.00	\$33.00	\$ 1,650.00
55	12" PVC Water Main, c/p, >100'	LF	250	\$28.00	\$ 7,000.00	\$30.50	\$ 7,625.00
60	14" PVC Water Main, c/p	LF	100	\$32.00	\$ 3,200.00	\$34.00	\$ 3,400.00
65	16" PVC Water Main, c/p	LF	100	\$40.00	\$ 4,000.00	\$48.00	\$ 4,800.00
70	24" PVC Water Main, c/p	LF	50		\$ -	\$99.00	\$ 4,950.00
75	4" DI Water Main, c/p, <100'	LF	50	\$24.00	\$ 1,200.00	\$27.00	\$ 1,350.00
80	4" DI Water Main, c/p, >100'	LF	200	\$23.00	\$ 4,600.00	\$31.50	\$ 6,300.00
85	6" DI Water Main, c/p, <100'	LF	50	\$23.00	\$ 1,150.00	\$32.00	\$ 1,600.00
90	6" DI Water Main, c/p, >100'	LF	750	\$24.00	\$ 18,000.00	\$25.00	\$ 18,750.00
95	8" DI Water Main, c/p, <100'	LF	100	\$29.00	\$ 2,900.00	\$38.00	\$ 3,800.00
100	8" DI Water Main, c/p, >100'	LF	750	\$27.00	\$ 20,250.00	\$29.00	\$ 21,750.00
105	10" DI Water Main, c/p, <100'	LF	50	\$34.00	\$ 1,700.00	\$41.00	\$ 2,050.00
110	10" DI Water Main, c/p, >100'	LF	250	\$32.00	\$ 8,000.00	\$36.00	\$ 9,000.00
115	12" DI Water Main, c/p, <100'	LF	50	\$41.00	\$ 2,050.00	\$46.00	\$ 2,300.00
120	12" DI Water Main, c/p, >100'	LF	250	\$39.00	\$ 9,750.00	\$42.00	\$ 10,500.00
125	14" DI Water Main, c/p	LF	100	\$49.00	\$ 4,900.00	\$50.00	\$ 5,000.00
130	16" DI Water Main, c/p	LF	100	\$57.00	\$ 5,700.00	\$68.00	\$ 6,800.00
135	24" DI Water Main, c/p	LF	50		\$ -	\$115.00	\$ 5,750.00
140	Extra Pay for Trench Depth, 6'-8'	LF	100	\$7.00	\$ 700.00	\$6.00	\$ 600.00
145	Extra Pay for Trench Depth, 8'-10'	LF	50	\$8.00	\$ 400.00	\$8.00	\$ 400.00
150	Extra Pay for Trench Depth, 10'-14'	LF	25	\$17.00	\$ 425.00	\$13.00	\$ 325.00
155	Rock Excavation	CY	20	\$65.00	\$ 1,300.00	\$65.00	\$ 1,300.00
160	Excavatory Excavation (as SDCW Approved)	CY	20	\$23.00	\$ 460.00	\$23.00	\$ 460.00
165	Imported Backfill (as SDCW Approved)	CY	200	\$18.00	\$ 3,600.00	\$15.00	\$ 3,000.00
170	Fitting Installation	LB	2000	\$2.00	\$ 4,000.00	\$2.00	\$ 4,000.00
175	Fitting Installation	LB	500	\$3.00	\$ 1,500.00	\$2.00	\$ 1,000.00
180	4" Retainer Ring/ Bolt on Flange	EA	50	\$35.00	\$ 1,750.00	\$34.00	\$ 1,700.00
185	6" Retainer Ring/ Bolt on Flange	EA	100	\$38.00	\$ 3,800.00	\$40.00	\$ 4,000.00
190	8" Retainer Ring/ Bolt on Flange	EA	100	\$32.00	\$ 3,200.00	\$35.00	\$ 3,500.00
195	10" Retainer Ring/ Bolt on Flange	EA	25	\$95.00	\$ 2,375.00	\$96.50	\$ 2,412.50
200	12" Retainer Ring/ Bolt on Flange	EA	25	\$110.00	\$ 2,750.00	\$105.00	\$ 2,625.00
205	14" Retainer Ring/ Bolt on Flange	EA	5	\$180.00	\$ 900.00	\$175.00	\$ 875.00
210	16" Retainer Ring/ Bolt on Flange	EA	5	\$175.00	\$ 875.00	\$187.00	\$ 935.00
215	4" Joint Harness	EA	2	\$45.00	\$ 90.00	\$45.00	\$ 90.00
220	6" Joint Harness	EA	4	\$60.00	\$ 240.00	\$61.00	\$ 244.00
225	8" Joint Harness	EA	4	\$80.00	\$ 320.00	\$85.00	\$ 340.00
230	10" Joint Harness	EA	2	\$152.00	\$ 304.00	\$105.00	\$ 210.00
235	12" Joint Harness	EA	2	\$163.00	\$ 326.00	\$175.00	\$ 350.00
240	14" Joint Harness	EA	1	\$310.00	\$ 310.00	\$340.00	\$ 340.00
245	16" Joint Harness	EA	1	\$330.00	\$ 330.00	\$400.00	\$ 400.00
250	Concrete Thrust Blocking (as SDCW Approved)	CY	10	\$95.00	\$ 950.00	\$95.00	\$ 950.00
255	Tapping Sleeve w/ Tap, 4" X 4"	EA	2	\$1,000.00	\$ 2,000.00	\$1,250.00	\$ 2,500.00
260	Tapping Sleeve w/ Tap, 6" X 4" - 5"	EA	4	\$1,225.00	\$ 4,900.00	\$1,325.00	\$ 5,300.00
265	Tapping Sleeve w/ Tap, 8" X 4" - 8"	EA	4	\$1,400.00	\$ 5,600.00	\$1,475.00	\$ 5,900.00
270	Tapping Sleeve w/ Tap, 10" X 4" - 10"	EA	2	\$1,650.00	\$ 3,300.00	\$2,400.00	\$ 4,800.00
275	Tapping Sleeve w/ Tap, 12" X 4" - 12"	EA	2	\$1,725.00	\$ 3,450.00	\$2,475.00	\$ 4,950.00
280	Non-Pressurized Connections, 2" line	EA	1	\$375.00	\$ 375.00	\$375.00	\$ 375.00
285	Non-Pressurized Connections, 4"-10" line	EA	1	\$650.00	\$ 650.00	\$650.00	\$ 650.00
290	Non-Pressurized Connections, 12"-16" line	EA	1	\$725.00	\$ 725.00	\$725.00	\$ 725.00

CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR CONTRACT, BID 17/32/B
EXHIBIT I - FIXED UNIT PRICE SCHEDULE

BID ITEM	DESCRIPTION	UNIT	EST QTY.	CURRENT RFB 13/37/0		Sub Surface Contracting, Inc. Santa Fe, NM	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
295	2" CL125 Gate Valves, c/p.	EA	1	\$400.00	\$ 400.00	\$450.00	\$ 450.00
300	4" CL125 Gate Valves, c/p.	EA	3	\$575.00	\$ 1,725.00	\$625.00	\$ 1,875.00
303	6" CL125 Gate Valves, c/p.	EA	5	\$750.00	\$ 3,750.00	\$750.00	\$ 3,750.00
310	8" CL125 Gate Valves, c/p.	EA	5	\$1,000.00	\$ 5,000.00	\$1,075.00	\$ 5,375.00
315	10" CL125 Gate Valves, c/p.	EA	1	\$1,430.00	\$ 1,430.00	\$1,550.00	\$ 1,550.00
320	12" CL125 Gate Valves, c/p.	EA	1	\$1,800.00	\$ 1,800.00	\$1,975.00	\$ 1,975.00
325	2" CL250 Gate Valves, c/p.	EA	1	\$400.00	\$ 400.00	\$400.00	\$ 400.00
330	4" CL250 Gate Valves, c/p.	EA	3	\$1,430.00	\$ 4,290.00	\$750.00	\$ 2,250.00
335	6" CL250 Gate Valves, c/p.	EA	5	\$2,025.00	\$ 10,125.00	\$850.00	\$ 4,250.00
340	8" CL250 Gate Valves, c/p.	EA	2	\$2,100.00	\$ 4,200.00	\$1,900.00	\$ 3,800.00
345	10" CL250 Gate Valves, c/p.	EA	1	\$1,430.00	\$ 1,430.00	\$1,650.00	\$ 1,650.00
350	12" CL250 Gate Valves, c/p.	EA	1	\$1,800.00	\$ 1,800.00	\$2,100.00	\$ 2,100.00
355	16" CL250 Gate Valves, c/p.	EA	1		\$ -	\$3,350.00	\$ 3,350.00
360	24" CL250 Gate Valves, c/p.	EA	1		\$ -	\$6,250.00	\$ 6,250.00
365	Fire Hydrant, 5' or less bury, c/p.	EA	5	\$2,350.00	\$ 11,750.00	\$2,650.00	\$ 13,250.00
370	Fire Hydrant Extension, 4" or 12" length	EA	2	\$825.00	\$ 1,650.00	\$825.00	\$ 1,650.00
375	Fire Hydrant Extension, 18" or 24" length	EA	1	\$950.00	\$ 950.00	\$950.00	\$ 950.00
380	Fire Hydrant Remove & Relay	EA	1	\$1,250.00	\$ 1,250.00	\$1,250.00	\$ 1,250.00
385	Fire Hydrant Remove & Return	EA	1	\$875.00	\$ 875.00	\$875.00	\$ 875.00
390	2 1/4" Flank Hydrant	EA	2	\$1,150.00	\$ 2,300.00	\$1,400.00	\$ 2,800.00
395	2" Blow-Off Valve Installation	EA	1		\$ -	\$975.00	\$ 975.00
400	Air & Vacuum Release Valve, 1"	EA	1	\$2,250.00	\$ 2,250.00	\$2,250.00	\$ 2,250.00
405	Air & Vacuum Release Valve, 2"	EA	1	\$3,100.00	\$ 3,100.00	\$3,100.00	\$ 3,100.00
410	Install Owner Furnished Valve/Meter, 2" - 4"	EA	1	\$350.00	\$ 350.00	\$350.00	\$ 350.00
415	Install Owner Furnished Valve/Meter, 6" - 8"	EA	1	\$450.00	\$ 450.00	\$450.00	\$ 450.00
420	Install Owner Furnished Valve/Meter, 10" - 12"	EA	1	\$475.00	\$ 475.00	\$475.00	\$ 475.00
425	Metered 2" Bypass - Vault Installation	EA	1	\$2,750.00	\$ 2,750.00	\$2,750.00	\$ 2,750.00
430	Valve Box, c/p.	EA	27	\$220.00	\$ 5,940.00	\$220.00	\$ 5,940.00
435	Valve Box Replacement	EA	5	\$390.00	\$ 1,950.00	\$390.00	\$ 1,950.00
440	Valve Box Removal of Existing	EA	3	\$50.00	\$ 150.00	\$75.00	\$ 225.00
445	Valve Box Adjustment	EA	7	\$225.00	\$ 1,575.00	\$225.00	\$ 1,575.00
450	Valve Stem Extension, 0'-4' Depth	EA	5	\$95.00	\$ 475.00	\$121.00	\$ 605.00
455	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	VF	4	\$700.00	\$ 2,800.00	\$700.00	\$ 2,800.00
460	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	VF	4	\$800.00	\$ 3,200.00	\$800.00	\$ 3,200.00
465	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	VF	4	\$960.00	\$ 3,840.00	\$960.00	\$ 3,840.00
470	Cast-In-Place RCP Vault w/ Lid	CY	7	\$650.00	\$ 4,550.00	\$650.00	\$ 4,550.00
475	Prefabricated Vault, 4' X 8'	EA	2	\$3,513.00	\$ 7,026.00	\$6,900.00	\$ 13,800.00
480	Native Seeding	AC	2	\$2,150.00	\$ 4,300.00	\$2,150.00	\$ 4,300.00
485	Bollards (pair)	EA	1	\$625.00	\$ 625.00	\$575.00	\$ 575.00
490	4" Steel Casing	LF	25	\$23.00	\$ 575.00	\$58.00	\$ 1,450.00
495	4" PVC Casing	LF	25	\$13.00	\$ 325.00	\$52.00	\$ 1,300.00
500	14" Steel Casing	LF	25	\$10.00	\$ 250.00	\$103.00	\$ 2,575.00
505	16" Steel Casing	LF	25	\$10.00	\$ 250.00	\$112.00	\$ 2,800.00
510	18" Steel Casing	LF	25	\$10.00	\$ 250.00	\$133.00	\$ 3,325.00
515	22" Steel Casing	LF	25	\$10.00	\$ 250.00	\$162.00	\$ 4,050.00
520	26" Steel Casing	LF	10	\$10.00	\$ 100.00	\$244.00	\$ 2,440.00
525	28" Steel Casing	LF	10	\$10.00	\$ 100.00	\$176.00	\$ 1,760.00
530	30" Steel Casing	LF	10	\$10.00	\$ 100.00	\$229.00	\$ 2,290.00
535	36" Steel Casing	LF	10	\$10.00	\$ 100.00	\$292.00	\$ 2,920.00
540	Bore & Jack Casing Pipe	DIA-IN-LF	150	\$9.50	\$ 1,425.00	\$25.00	\$ 3,750.00
545	Open Cut Casing Pipe Installation, < 6' Deep	LF	150	\$15.00	\$ 2,250.00	\$15.00	\$ 2,250.00
550	Asphalt Pavement Removal & Disposal, < 2"	SY	200	\$15.00	\$ 3,000.00	\$15.00	\$ 3,000.00
555	Asphalt Pavement Removal & Disposal, 2"-6"	SY	200	\$38.00	\$ 7,600.00	\$38.00	\$ 7,600.00
560	Concrete Pavement Removal & Disposal, < 2"	SY	10	\$31.00	\$ 310.00	\$31.00	\$ 310.00
565	Concrete Pavement Removal & Disposal, 2"-6"	SY	10	\$51.00	\$ 510.00	\$51.00	\$ 510.00
570	Concrete Curb and Gutter Removal & Disposal	LF	25	\$21.00	\$ 525.00	\$21.00	\$ 525.00
575	Concrete Sidewalk Removal & Disposal	SY	10	\$32.00	\$ 320.00	\$32.00	\$ 320.00
580	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	SY	100	\$55.00	\$ 5,500.00	\$55.00	\$ 5,500.00

Sub Surface Contracting, Inc.

Buckman Direct Diversion - Professional Services Agreement - 2017/2018

CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR CONTRACT, BID 17/32/B
EXHIBIT I – FIXED UNIT PRICE SCHEDULE

BID ITEM	DESCRIPTION	UNIT	EST QNTY.	CURRENT RFB 13/37/B		Sub Surface Contracting, Inc. Santa Fe, NM	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
585	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	SY	50	\$55.00	\$ 2,750.00	\$55.00	\$ 2,750.00
590	Replace City Street Pavement With Laydown Machine, Virgin Asphalt	SY	40	\$60.00	\$ 2,400.00	\$60.00	\$ 2,400.00
595	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	SY	10	\$60.00	\$ 600.00	\$60.00	\$ 600.00
600	Replace City Street Pavement with Temporary Cold Mix	SY	5	\$45.00	\$ 225.00	\$45.00	\$ 225.00
605	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	SY	100	\$54.00	\$ 5,400.00	\$54.00	\$ 5,400.00
610	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	SY	50	\$54.00	\$ 2,700.00	\$54.00	\$ 2,700.00
615	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	SY	40	\$60.00	\$ 2,400.00	\$60.00	\$ 2,400.00
620	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	SY	10	\$60.00	\$ 600.00	\$60.00	\$ 600.00
625	Replace Non-City Street Pavement with Temporary Cold Mix	SY	5	\$45.00	\$ 225.00	\$45.00	\$ 225.00
630	Replace Concrete Pavement	SY	10	\$60.00	\$ 600.00	\$60.00	\$ 600.00
635	Replace Concrete Curb & Gutter	LF	25	\$28.00	\$ 700.00	\$28.00	\$ 700.00
640	Replace Concrete Sidewalk	SY	10	\$42.00	\$ 420.00	\$42.00	\$ 420.00
645	Replace Gravel Surface, 0"-2"	CY	5	\$35.00	\$ 175.00	\$35.00	\$ 175.00
650	Replace Gravel Surface, 2"-4"	CY	5	\$65.00	\$ 325.00	\$65.00	\$ 325.00
655	Base course/Gravel (crushed or landscape), 0"-3"	SY	50	\$18.00	\$ 900.00	\$18.00	\$ 900.00
660	Base course/Gravel (crushed or landscape), 3"-6"	SY	10	\$21.00	\$ 210.00	\$21.00	\$ 210.00
665	Service, 3/4" Single, New Main	EA	4	\$675.00	\$ 2,700.00	\$675.00	\$ 2,700.00
670	Service, 3/4" Double, New Main	EA	2	\$1,050.00	\$ 2,100.00	\$1,050.00	\$ 2,100.00
675	Service, 1", New Main	EA	2	\$1,150.00	\$ 2,300.00	\$1,150.00	\$ 2,300.00
680	Service, 1 1/2", New Main	EA	3	\$2,400.00	\$ 7,200.00	\$2,400.00	\$ 7,200.00
685	Service, 2", New Main	EA	1	\$2,550.00	\$ 2,550.00	\$2,550.00	\$ 2,550.00
690	Service, 3/4" Single, Existing Main	EA	6	\$850.00	\$ 5,100.00	\$850.00	\$ 5,100.00
695	Service, 3/4" Double, Existing Main	EA	3	\$1,150.00	\$ 3,450.00	\$1,150.00	\$ 3,450.00
700	Service, 1", Existing Main	EA	1	\$1,250.00	\$ 1,250.00	\$1,250.00	\$ 1,250.00
705	Service, 1 1/2", Existing Main	EA	1	\$2,550.00	\$ 2,550.00	\$2,550.00	\$ 2,550.00
710	Service, 2", Existing Main	EA	1	\$2,650.00	\$ 2,650.00	\$2,650.00	\$ 2,650.00
715	Service Replacement, 3/4"	EA	8	\$800.00	\$ 6,400.00	\$875.00	\$ 7,000.00
720	Service Replacement, Double, 3/4"	EA	1		\$ -	\$1,375.00	\$ 1,375.00
725	Service Replacement, 1"	EA	3	\$950.00	\$ 2,850.00	\$950.00	\$ 2,850.00
730	Service Replacement, 1 1/2"	EA	1	\$2,400.00	\$ 2,400.00	\$2,400.00	\$ 2,400.00
735	Service Replacement, 2"	EA	1	\$2,560.00	\$ 2,560.00	\$2,560.00	\$ 2,560.00
740	Meter Box Relocation/Replacement, 3/4"	EA	1	\$750.00	\$ 750.00	\$750.00	\$ 750.00
745	Meter Box Relocation/Replacement, 1"	EA	1	\$1,250.00	\$ 1,250.00	\$950.00	\$ 950.00
750	Meter Box Relocation/Replacement, 1 1/2"	EA	1	\$2,550.00	\$ 2,550.00	\$1,750.00	\$ 1,750.00
755	Meter Box Relocation/Replacement, 2"	EA	1	\$2,650.00	\$ 2,650.00	\$1,775.00	\$ 1,775.00
760	Service Transfer, 3/4"	EA	5	\$160.00	\$ 800.00	\$160.00	\$ 800.00
765	Service Transfer, 1"	EA	3	\$200.00	\$ 600.00	\$200.00	\$ 600.00
770	Service Transfer, 1 1/2"	EA	1	\$240.00	\$ 240.00	\$240.00	\$ 240.00
775	Service Transfer at Main, 2"	EA	1	\$310.00	\$ 310.00	\$275.00	\$ 275.00
780	Retire Existing Service at Main, 3/4" - 2"	EA	1	\$350.00	\$ 350.00	\$225.00	\$ 225.00
785	Retire Existing Meter Box & Setting	EA	1	\$400.00	\$ 400.00	\$200.00	\$ 200.00
790	Adjust Meter Box To Grade	EA	1	\$250.00	\$ 250.00	\$250.00	\$ 250.00
795	Service Saddle, 3/4" Tap, 4"-12" Main	EA	20	\$450.00	\$ 9,000.00	\$185.00	\$ 3,700.00
800	Service Saddle, 1" Tap, 4"-12" Main	EA	12	\$520.00	\$ 6,240.00	\$185.00	\$ 2,220.00
805	Service Saddle, 1 1/2" Tap, 4"-12" Main	EA	3	\$425.00	\$ 1,275.00	\$230.00	\$ 710.00
810	Service Saddle, 2" Tap, 4"-12" Main	EA	3	\$475.00	\$ 1,425.00	\$300.00	\$ 900.00
815	Service Tubing, 3/4"	LF	375	\$13.00	\$ 4,875.00	\$13.50	\$ 5,062.50
820	Service Tubing, 1"	LF	375	\$14.50	\$ 5,437.50	\$14.50	\$ 5,437.50
825	Service Tubing, 1 1/2"	LF	100	\$17.75	\$ 1,775.00	\$17.50	\$ 1,750.00
830	Service Tubing, 2"	LF	100	\$22.00	\$ 2,200.00	\$21.00	\$ 2,100.00
835	Air and Vacuum Valve (individual)	EA	1	\$1,500.00	\$ 1,500.00	\$1,730.00	\$ 1,730.00

CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR CONTRACT, BID 17/32/B
EXHIBIT I - FIXED UNIT PRICE SCHEDULE

BID ITEM	DESCRIPTION	UNIT	EST QNTY.	CURRENT RFB 13/37/B		Sub Surface Contracting, Inc. Santa Fe, NM	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
840	Air and Vacuum Valves	GROUP OF 10	2	\$1,400.00	\$ 2,800.00	\$1,630.00	\$ 3,260.00
845	Automatic Flushing Valve	EA	1		\$ -	\$3,350.00	\$ 3,350.00
850	Materials Mark-Up Over Invoice	%	\$20,000	\$0.10	\$ 2,000.00	10.00%	\$ 2,000.00
855	Traffic Control Mark-Up Over Invoice	%	\$7,500	\$0.10	\$ 750.00	10.00%	\$ 750.00
860	Street-Cut Ponds	Allowance	\$7,500	\$1.00	\$ 7,500.00	1	\$ 7,500.00
865	Project Signs	EA	4	\$325.00	\$ 1,300.00	\$150.00	\$ 600.00
EMERGENCY REPAIR							
9100	Backhoe	HR	24	\$43.00	\$ 1,032.00	\$43.00	\$ 1,032.00
9200	Compressor	HR	16	\$15.50	\$ 248.00	\$16.00	\$ 256.00
9300	Dump Truck	HR	16	\$55.00	\$ 880.00	\$55.00	\$ 880.00
9400	Pump	HR	8	\$13.00	\$ 104.00	\$13.00	\$ 104.00
9500	Laborer	HR	96	\$41.00	\$ 3,936.00	\$41.00	\$ 3,936.00
9600	Pipe Fitter	HR	96	\$43.00	\$ 4,128.00	\$43.00	\$ 4,128.00
9700	Equipment Operator	HR	96	\$58.00	\$ 5,568.00	\$58.00	\$ 5,568.00
9800	Foreman	HR	48	\$75.00	\$ 3,600.00	\$75.00	\$ 3,600.00
9900	Rental Items Mark-Up Over Invoice	%	\$1,000	\$0.15	\$ 150.00	15.00%	\$ 150.00
9950	Materials Mark-Up Over Invoice	%	\$1,000	\$0.15	\$ 150.00	15.00%	\$ 150.00

Note: Bid Items 375 & 700 not in current FY16/17 City Wide contract.



Buckman Direct Diversion Board
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** ☒ or **CONTRACT AMENDMENT** ☐

2 Name of Contractor Sub Surface Contracting, Inc.

3 Complete information requested ☒ Plus GRT
☐ Inclusive of GRT

Original Contract Amount: \$60,000.00

Termination Date: June 30, 2018

☒ Approved by BDDDB Date: Pending

☐ or by BDD Facilities Manager Date: _____

Contract is for: On-call repair and replacement of various water supply infrastructure for BDD Water Treatment Plant

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by BDDDB Date: _____

☐ or by Project Manager Date: _____

Amendment is for: _____

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☒ Plus GRT
☐ Inclusive of GRT

Amount \$ 60,000.00 of original Contract# _____ Termination Date: 06/30/2018

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 60,000



Buckman Direct Diversion Board
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other City of Santa Fe Bid '17/32/B - City Wide Water

6 Procurement History: Year 1 of 4
example: (First year of 4 year contract)

7 Funding Source: BDD Operating **BU/Line Item:** 7280000.520150.930020

8 Any out-of-the ordinary or unusual issues or concerns:
none
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Mackie Romero

Phone # 955-4506

10 Certificate of Insurance attached. (if original Contract) ☐ (permission to waive, attached)

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



SUBSURF-01

SMONCAYO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2017

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

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

PRODUCER License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com														
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Depositors Insurance Company</td><td>42587</td></tr><tr><td>INSURER B: Allied Property and Casualty Insurance Company</td><td>42579</td></tr><tr><td>INSURER C: AMCO Insurance Company</td><td>19100</td></tr><tr><td>INSURER D: Builders Trust of New Mexico</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Depositors Insurance Company	42587	INSURER B: Allied Property and Casualty Insurance Company	42579	INSURER C: AMCO Insurance Company	19100	INSURER D: Builders Trust of New Mexico		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ACPGLO7255085404	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ACPBAPC7255085404	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		ACPCAA7255085404	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	692	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Where required by written contract or agreement, the City of Santa Fe, Wastewater Division, City Representative, other parties reasonably requested in writing by the City of Santa Fe, and their officials, members, officers, employees, and agents are included as additional insured with respects to general liability, on a primary & non-contributory basis. Workers compensation coverage is evidence only.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe Wastewater Division Attn: Stan Holland 73 Paseo Real Santa Fe, NM 87507	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
--	---



Buckman Direct Diversion

A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: September 7, 2017
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager
Subject: Emergency Procurement

Item and Issue:

Request to ratify the Emergency procurement with Border States Electric Supply for \$54,251.

Background and Summary:

On June 29, 2017 staff requested from the City of Santa Fe Purchasing Agent to approve an emergency procurement with Border States Electric Supply to remove and install two variable frequency drives (VFDs). The total cost of installation and removal was \$54,251, which included emergency mobilization of crew.

On April 6, 2017 the BDD Board approved our request to purchase two new VFDs to replace the failed drives at Membrane Feed Pump stations 2 and 4. These drives were scheduled to be delivered around June 28th. However, on June 24th a third VFD failed at pump station 3, leaving only pump station 1 operable. This caused the plant to reduce capacity, while approaching the highest demand of the year. The emergency installation replaced VFDs at pump stations 3 and 4, however BDD will need to procure two additional VFD's to replace the failed drive at pump station 2 and provide a backup as the anticipated lead time is about 6 months.

This request also includes approval of a Budget Amendment Resolution (BAR) to authorize funds from the Major Repair and Replacement fund. This request will make funds available to cover the installation cost, which meets the criteria as established in the Major Repair and Replacement Fund policy.

Action Requested:

Staff recommends the BDD Board ratify the emergency procurement for Border States Electric Supply for \$54,251 and approval of the Budget Adjustment Resolution from the Major Repair and Replacement Fund.

Approved by BDDDB September 7, 2017

Commissioner Henry P. Roybal, BDDDB Chair



Log # {Finance use only}:

Batch # {Finance use only}:

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Buckman Direct Diversion					DATE 09/07/2017	
ITEM DESCRIPTION	BUSINESS UNIT	LINE ITEM	SUBSIDIARY {.000000}	SUBLEDGER {0000}	INCREASE	DECREASE
<u>EXPENDITURES</u>					{enter as positive #}	{enter as negative #}
Repair & Maint of System Equipment	72420	520120	320020		54,251	
<u>REVENUES</u>					{enter as negative #}	{enter as positive #}
BDD City	71420	439960	100		(38,569)	
BDD County	71420	439960	200		(13,547)	
BDD LC Club	71420	439960	300		(932)	
BDD LC Coop	71420	439960	400		(1,203)	
JUSTIFICATION: (use additional page if needed) —Attach supporting documentation/memo					\$ 0	\$ 0

To budget fund balance from BDD Major Repair and Replacement Fund 07415, for installation of two variable frequency drives at our Membrane Feed Pump stations 3 and 4.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected:	Fund Bal. Increase/ (Decrease):
07415	(54,251)
TOTAL:	(\$ 54,251)


Mackie Romero		09/07/2017	{Use this form for Finance Committee/ City Council agenda items ONLY}	
Prepared By {print name}	Date	CITY COUNCIL APPROVAL City Council Approval Date Agenda Item #: 		
Division Director {optional}	Date			
Department Director	Date			
Budget Officer				
Finance Director {≤ \$5,000}		Date		
City Manager {≤ \$50,000}		Date		



Buckman Direct Diversion

A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: September 7, 2017
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager 
Subject: Deere & Ault Consultants Amendment #1

Item and Issue:

Request approval of Amendment #1 to increase the contract with Deere & Ault Consultants, Inc. in the amount of 60,000 exclusive of NMGRT.

Background and Summary:

On September 1, 2016 the BDDDB awarded RFP '17/02/P to Deere & Ault Consultants, Inc. for the BDD On-Call Engineering Services Contract in support of the FY 2016-2020 Buckman Direct Diversion Rehabilitation and Improvements to the Raw Water Delivery System project.

The professional services agreement was executed with an initial amount of \$100,000 to perform tasks as requested and approved by the BDD Facilities Manager. This amount has been allocated to three major tasks, leaving a balance of \$3,290 for future projects. Therefore we request an amendment to increase the compensation by \$60,000 plus applicable gross receipts tax. This amount will ensure sufficient funds are available as we continue with our planned rehabilitation and improvements to the BDD raw water delivery system.

This request also includes approval of a Budget Amendment Resolution (BAR) to authorize funds from the Major Repair and Replacement Fund. This request will make funds available to cover the increased compensation of the contract, which meets the criteria as established in the Major Repair and Replacement Fund policy.

Recommended Action:

Staff recommends approval of Amendment #1 to the PSA with Deere & Ault Consultants, Inc. in the amount of \$60,000 exclusive of NMGRT and approval of the Budget Amendment Resolution from the Major Repair and Replacement Fund.

Approved by BDDDB September 7, 2017

Commissioner Henry P. Roybal, BDDDB Chair



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH DEERE & AULT CONSULTANTS, INC.
#16-1196**

THIS AMENDMENT No. 1 ("Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated October 6, 2016, and as subsequently amended ("Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Deere & Ault Consultants, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB Chair.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to perform professional engineering services on an as needed basis as assigned and directed by the BDD Facilities Manager.

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty thousand dollars (\$60,000.00) plus applicable New Mexico gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed one hundred sixty thousand dollars (\$160,000.00) plus applicable New Mexico gross receipts tax, paid in accordance with the process and with the fee schedule as described in Exhibits A1 and A2 attached hereto and incorporated herein.

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

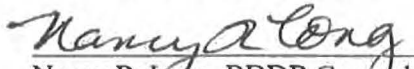
By: _____
Commissioner Henry P. Roybal, BDD Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM



Nancy R. Long, BDDDB Counsel

APPROVED

Adam K. Johnson, City Finance Director

72420.510320.991325

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

**CONTRACTOR:
DEERE & AULT CONSULTANTS, INC.**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A-1

The Facilities Manager will assign services to be performed hereunder to Contractor pursuant to a Task Order for either (1) a lump sum fee based on the fee schedule; or (2) an hourly rate based on the fee schedule when the services to be performed precludes reasonable estimates of time to complete. The fee schedule to be utilized for lump sum Task Orders or for hourly rate Task Orders is attached hereto as Exhibit A-2.

Each Task Order prepared by Contractor shall include an acceptable description of the nature, extent and character of the work required, as well as performance criteria and delivery schedules. All Task Orders must reference the PSA number on the order, to confirm that the rates in the fee schedule were used in the preparation of the Task Order.

Each Task Order will be reviewed and approved in writing by the BDD Facilities Manager prior to Contractor initiating any work. Contractor assumes all risk and financial liability for any services rendered without a properly executed Task Order.

Contractor shall be responsible for conveying the contents of the Task Order to its employees, agents, subcontractors or sub-consultants. Contractor shall be responsible for any work not expressly set out in any Task Order but which may be reasonably implied for proper completion of the Task Order without additional cost to the BDD.

Should additional services be requested beyond the scope of any Task Order, adjustments to the Task Order's scope and amounts shall be negotiated and a change order issued authorizing the additional work.

Contractor's services for each Task Order shall be considered complete upon satisfactory completion and acceptance by the BDD Facilities Manager of the services described in the Task Order. Payment shall be made to Contractor upon satisfactory completion and acceptance of the services contained in the Task Order.

Exhibit A-2

Schedule of Hourly Rates and Costs

Hourly Rates

Principal/Project Manager	\$180
Senior Engineer	\$135
Project Engineer	\$110
Staff Engineer	\$95
Senior Designer	\$115
Designer	\$100
Administrative	\$60

New Mexico Gross Receipts Tax will be charged in addition to the foregoing hourly rates.

Reimbursement of Direct Costs and Travel

All direct reimbursable costs such as travel, printing, deliveries, copies and other outside services shall be reimbursed at cost plus 10%. Mileage shall be reimbursed at the current allowable IRS mileage reimbursement rate.

Any annual rate increases shall be agreed upon by the Parties.



Buckman Direct Diversion Board
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Deere & Ault Consultants Inc.

3 Complete information requested ☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$100,000.00

Termination Date: June 30, 2020

☒ Approved by BDDB Date: October 6, 2016

☐ or by BDD Facilities Manager Date: _____

Contract is for: To provide on-call engineering services for 4 years

Amendment # 1 to the Original Contract# 16-1196

Increase/(Decrease) Amount \$ 60,000

Extend Termination Date to: _____

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: Increase compensation and change in contractor schedule of rates

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 100,000.00 of original Contract# 16-1196 Termination Date: 06/30/2020

Reason: To provide on-call engineering services

Amount \$ 60,000.00 amendment # 1 Termination Date: 06/30/2020

Reason: Increase in compensation and schedule of rates

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 160,000



Buckman Direct Diversion Board
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 17/02/P Date: September 1, 2016

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: second year of 4 year contract
example: (First year of 4 year contract)

7 Funding Source: BDD Major Repair & Replacement Fund **BU/Line Item:** 7415

8 Any out-of-the ordinary or unusual issues or concerns:
none

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Mackie Romero

Phone # 955-4506

10 Certificate of Insurance attached. (if original Contract) ☐

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Client#: 1062478

DEEREAUL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Colorado, LLC Prof Liab P.O. Box 7050 Englewood, CO 80155 800 873-8500		CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500		FAX (A/C, No):	
INSURED Deere & Ault Consultants, Inc. 600 S. Airport Rd., Suite A-205 Longmont, CO 80503		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety C		NAIC # 19038	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Incl. Pollution Claims Made		105403767	02/11/2017	02/11/2018	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Engineering Services

CERTIFICATE HOLDER

CANCELLATION

Buckman Direct Diversion 801 San Mateo Santa Fe, NM 87504	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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ACORD 25 (2014/01) 1 of 1
 #S19769864/M19765426

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YVKZP

Log # {Finance use only}:

Batch # {Finance use only}:

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Buckman Direct Diversion					DATE 09/07/2017	
ITEM DESCRIPTION	BUSINESS UNIT	LINE ITEM	SUBSIDIARY {.000000}	SUBLEDGER {0000}	INCREASE	DECREASE
<u>EXPENDITURES</u>					{enter as positive #}	{enter as negative #}
Engineering Services	72420	510320	991325		63,000	
<u>REVENUES</u>					{enter as negative #}	{enter as positive #}
BDD City	71420	439960	100		(44,789)	
BDD County	71420	439960	200		(15,732)	
BDD LC Club	71420	439960	300		(1,082)	
BDD LC Coop	71420	439960	400		(1,397)	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo					\$ 0	\$ 0

To budget fund balance from BDD Major Repair and Replacement Fund 07415, to cover increased compensation to our Engineering Services contract, for the FY 2016-2020 BDD Rehabilitation and Improvements to the Raw Water Delivery System. Funds will be budgeted and expended in 07420 BDD Special Revenue Fund.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected:	Fund Bal. Increase/ (Decrease):
07415	(63,000)
TOTAL:	(63,000)

Mackie Romero		09/07/2017	{Use this form for Finance Committee/ City Council agenda items ONLY}	
Prepared By {print name}	Date	CITY COUNCIL APPROVAL City Council Approval Date Agenda Item #: 		
Division Director {optional}	Date			
Department Director	Date			
Budget Officer				
Finance Director {≤ \$5,000}		Date		
City Manager {≤ \$50,000}		Date		