

## Buckman Direct Diversion Project

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

### MEMORANDUM

Date: May 27, 2014

To: BDD Board

From: Rick Carpenter, BDD Project Manager *RC*

Via: Shannon Jones, Acting BDD Facility Manager *fl*

Subject: BDD Project Solar Power Facility at Booster Station 2A and  
Recommendation for Approval of Change Order No. 4 and Amendment  
No. 4

---

#### Description of Change Order No. 4

In mid-2013, staff worked with the design engineering consultants on the solar design-build team, and the BDD Owners' Agent, to evaluate the efficacy of upgrading the solar panels to be used for the project, and other related changes. Included in this change was a reduction in output of the panels from 2.0 megawatts to 1.5 megawatts. Staff brought the related change order to the BDD Board for action in September, 2013. In short, the upgrade resulted in an improved warranty, increased certainty of the financial solvency of the supplier, improved electrical energy output, increased design life of the panels, possible increase in renewable energy credits (RECs) from PNM, and a smaller footprint of the PV project site. The total amount of the change order was \$137,800.00. This change order was approved at the September, 2013 BDD Board meeting.

At the time that the change order was implemented, an oversight occurred wherein the contract language was never modified to reflect the revision to a 1.5 megawatt facility. Therefore, on the advice of BDD Board General Counsel, the purpose of Amendment No. 4 is to formally make the change in the contract to reflect the 1.5 megawatt capacity. This is a zero-cost change order, there are no financial implications.

#### RECOMMENDATION

Staff recommends that the BDD Board approve C.O. No. 4 and Amendment No. 4.



**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 4  
TO THE AGREEMENT  
WITH BRADBURY STAMM CONSTRUCTION**

This AMENDMENT No. 4 (the "Amendment") is made to the AGREEMENT BETWEEN OWNER AND CONTRACTOR, dated March 7, 2013 (the "Agreement"), between the Buckman Direct Diversion Board (the "BDDDB") and Bradbury Stamm Construction (the "Contractor"). The date of this Amendment shall be the date when it is executed by the BDDDB Chair.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide construction services to the BDDDB:

B. Pursuant to Article 9.21 of the Agreement, the parties may, by mutual consent, amend the Agreement.

C. The parties wish to amend Article 2 the Agreement as provided herein.

**1. THE WORK:**

Article 2 of the Agreement is amended to decrease the size of the photovoltaic facility from 2.016 megawatts to 1.5 megawatts. The corresponding change order is attached as Exhibit "D" hereto.

**2. AGREEMENT IN FULL FORCE.**

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Agreement between Owner and Contractor as of the dates set forth below.

**BUCKMAN DIRECT  
DIVERSION BOARD:**

By: \_\_\_\_\_  
Joseph M. Maestas, Board Chair

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

**ATTEST:**

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

**APPROVED AS TO FORM:**

  
Nancy Long, BDDDB Independent Counsel

**APPROVED:**

\_\_\_\_\_  
MARCOS A. TAPIA, FINANCE DIRECTOR

**BRADBURY STAMM  
CONSTRUCTION, INC.**

By: \_\_\_\_\_  
Robert Wing

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



**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 Bradbury Stamm

3 Complete information requested ☒ Plus GRT  
☐ Inclusive of GRT

Original Contract Amount: \$4,420,210.00

Termination Date: November 30, 2013

☒ Approved by BDDDB Date: March 7, 2013

☐ or by BDD Facilities Manager Date: \_\_\_\_\_

**Contract is for:**

Amendment # 4 to the Original Contract# 13-0201

Increase/(Decrease) Amount \$ 0.00

Extend Termination Date to: NA

☒ Approved by BDDDB Date: pending

☐ or by Project Manager Date: \_\_\_\_\_

**Amendment is for:**

Change order attached

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

☐ Inclusive of GRT

Amount \$ 4,420,210.00 of original Contract# 130201 Termination Date: 11/30/2013

Reason: Megawat Solar

Amount \$ 137,800.00 amendment # 1 Termination Date: 09/30/2014

Reason: comp and scope

Amount \$ -81,288.00 amendment # 2 Termination Date: na

Reason: Decrease comp

Amount \$ 60,633.62 amendment # 3 Termination Date: \_\_\_\_\_

Reason: Increase comp

Total of Original Contract plus all amendments: \$ 4,537,356



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

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

RFP# 13/08/P Date: February 28, 2013

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☒ \_\_\_\_\_ Date: Pending

Other \_\_\_\_\_

**6 Procurement History:** 1 year contract

example: (First year of 4 year contract)

**7 Funding Source:** \_\_\_\_\_ **BU/Line Item:** 72412.57297

**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:** Maya Martinez

Phone # 955-4271

**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:**

Date: 6/05/2014

PCO # 4

# CHANGE ORDER REQUEST

Bradbury Stamm Construction, Inc.  
1303 • Buckman Photovoltaic

**To:** Rick Carpenter  
City of Santa Fe  
Santa Fe, NM 87504  
**Phone:** 505-955-4204  
**Fax:** 505-471-3119  
**Email:** rrcarpenter@ci.santa-fe.nm.us

**From:** Robert Wing  
Bradbury Stamm Construction, Inc.  
7110 2nd St NW  
Albuquerque, NM 87107  
**Phone:** 505-490-9003  
**Fax:**  
**Email:** rwing@bradburystamm.com

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Below is the detail for our proposal to complete the following changes in contract work:

Decrease size of the facility from 2.016 megawatts to 1.5 megawatts

PCO Item	Status	Change (in days)	Quantity	UM	Unit Price	Amount
4	Required	0				N/A

This Change Order is made to reflect the reduced facility size in the contract documents.  
There are no financial implications for the contract in relation to this Change Order.

Submitted by:

Approved By:

---

Robert Wing

Date:

---

Rick Carpenter  
City of Santa Fe

Date:

Date: 6/05/2014

PCO # 4

# CHANGE ORDER REQUEST

Bradbury Stamm Construction, Inc.  
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**To:** Rick Carpenter  
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Bradbury Stamm Construction, Inc.  
7110 2nd St NW  
Albuquerque, NM 87107  
**Phone:** 505-490-9003  
**Fax:**  
**Email:** rwing@bradburystamm.com

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4	Required	0				N/A

This Change Order is made to reflect the reduced facility size in the contract documents.  
There are no financial implications for the contract in relation to this Change Order.

Submitted by:

Robert Wing

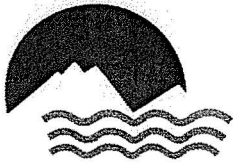
Date:

Approved By:

Rick Carpenter  
City of Santa Fe

Date: 5/27/14





Buckman Direct Diversion Project

*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 26, 2013

To: BDD Board

From: Rick Carpenter, BDD Project Manager  
Nick Schiavo, Acting Water Division and PUD Director

Via: Shannon Jones, Acting BDD Facility Manager

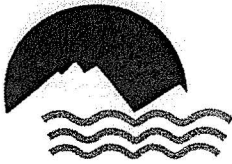
Subject: BDD Project Solar Power Facility at Booster Station 2A and  
Recommendation for Change Order

---

### Description and Justification for Change Order

Over the past two months, staff has been working with the design engineering consultants on the design-build team, and the BDD Owners' Agent, to evaluate the efficacy of upgrading the solar panels to be used for the project. Staff briefed the BDD Board at the last meeting in August with regard to the upcoming change order. In short, the upgrade would result in an improved warranty, increased certainty of the financial solvency of the supplier, improved electrical energy output, increased design life of the panels, possible increase in renewable energy credits (RECs) from PNM, and a smaller footprint of the PV project site. The total amount of the change order would be \$137,800.00. Staff recommends upgrading the solar panels for the Buckman Direct Diversion Booster Station 2A (BDD BS2A) solar array from the Renesola, Chinese-based module to SunPower, a US-based module.





## Buckman Direct Diversion Project

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A more detailed explanation of the change order follows: Staff recommends approval of the change order for the following reasons:

1. The SunPower module has a 25 year product warranty that pays all costs associated with replacing a module. The Chinese module has a 10 year warranty and does not include labor to replace modules. The SunPower warranty will reduce the maintenance cost over the life of the system.
2. The Chinese manufacturer's, Renesola, financial and operational performance indicates that the company is at risk. This raises concern about this company's ability to honor product delivery and warranty responsibilities for the BDD BS2A solar system. SunPower has demonstrated much stronger corporate and operational performance.
3. The SunPower module provides higher output than the Renesola module which means the same amount of clean renewable solar electricity can be generated by an array with a 20% smaller footprint. This leaves room to add additional solar in the future to offset increased pumping costs as demand for water increases. The inverters on the system will be sized to facilitate adding solar panels in the future.
4. The SunPower module output starts out higher and degrades more slowly, meaning that the array will generate more energy later in its life. Renesola guarantees 80% output after 25 years whereas SunPower guarantees 87% output after 25 years. This provides financial benefit since energy will cost more in the future than it does today.
5. PNM has indicated that the REC assigned to this system may increase from \$0.015 to \$0.020. PNM has indicated that the REC payment will probably increase due to the lower wattage of the system. This would result in more REC income to the BDD from the system

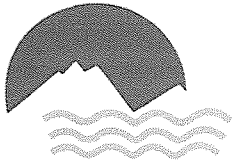
Additionally, PNM's approval is required prior to construction and interconnection, and this project is currently under their review. PNM has indicated that this panel change should be made as soon as possible to avoid re-analysis and delay on their part.

### **RECOMMENDATION**

Staff believes that the \$137,800 change order would bring significant value to the project and would be a prudent investment by the BDD Board. The change order would be funded with currently un-expended funds within the existing NMFA grant/loan assigned to the overall project. Therefore, staff recommends that the Board approve the change order.







## Buckman Direct Diversion Project

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### MEMORANDUM

Date: May 27, 2014

To: BDD Board

From: Rick Carpenter, BDD Project Manager *RC*

Via: Shannon Jones, Acting BDD Facility Manager *fl*

Subject: BDD Project Solar Power Facility at Booster Station 2A and  
Recommendation for Approval of Change Order No. 4 and Amendment  
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#### Description of Change Order No. 4

In mid-2013, staff worked with the design engineering consultants on the solar design-build team, and the BDD Owners' Agent, to evaluate the efficacy of upgrading the solar panels to be used for the project, and other related changes. Included in this change was a reduction in output of the panels from 2.0 megawatts to 1.5 megawatts. Staff brought the related change order to the BDD Board for action in September, 2013. In short, the upgrade resulted in an improved warranty, increased certainty of the financial solvency of the supplier, improved electrical energy output, increased design life of the panels, possible increase in renewable energy credits (RECs) from PNM, and a smaller footprint of the PV project site. The total amount of the change order was \$137,800.00. This change order was approved at the September, 2013 BDD Board meeting.

At the time that the change order was implemented, an oversight occurred wherein the contract language was never modified to reflect the revision to a 1.5 megawatt facility. Therefore, on the advice of BDD Board General Counsel, the purpose of Amendment No. 4 is to formally make the change in the contract to reflect the 1.5 megawatt capacity. This is a zero-cost change order, there are no financial implications.

#### RECOMMENDATION

Staff recommends that the BDD Board approve C.O. No. 4 and Amendment No. 4.



**BUCKMAN DIRECT DIVERSION BOARD  
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**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide construction services to the BDDDB:

B. Pursuant to Article 9.21 of the Agreement, the parties may, by mutual consent, amend the Agreement.

C. The parties wish to amend Article 2 the Agreement as provided herein.

**1. THE WORK:**

Article 2 of the Agreement is amended to decrease the size of the photovoltaic facility from 2.016 megawatts to 1.5 megawatts. The corresponding change order is attached as Exhibit "D" hereto.

**2. AGREEMENT IN FULL FORCE.**

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

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By: \_\_\_\_\_  
Joseph M. Maestas, Board Chair

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

**ATTEST:**

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Nancy Long, BDDDB Independent Counsel

**APPROVED:**

\_\_\_\_\_  
MARCOS A. TAPIA, FINANCE DIRECTOR

**BRADBURY STAMM  
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By: \_\_\_\_\_  
Robert Wing

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



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

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Amendment # 4 to the Original Contract# 13-0201

Increase/(Decrease) Amount \$ 0.00

Extend Termination Date to: NA

☒ Approved by BDDB Date: pending

☐ or by Project Manager Date: \_\_\_\_\_

Amendment is for: Change order attached

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**Buckman Direct Diversion Board**  
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Phone # 955-4271

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Forward to Finance Director for review/signature

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

**Comments:**



Date: 6/05/2014

PCO # 4

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Submitted by:

Approved By:

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Robert Wing

Date:

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Rick Carpenter  
City of Santa Fe

Date:

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Submitted by:

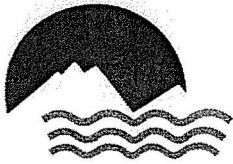
Robert Wing

Date:

Approved By:

Rick Carpenter  
City of Santa Fe

Date: 5/27/14



Buckman Direct Diversion Project

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## MEMORANDUM

Date: August 26, 2013

To: BDD Board

From: Rick Carpenter, BDD Project Manager  
Nick Schiavo, Acting Water Division and PUD Director

Via: Shannon Jones, Acting BDD Facility Manager

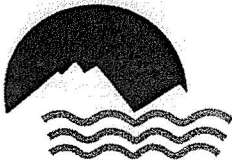
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2. The Chinese manufacturer's, Renesola, financial and operational performance indicates that the company is at risk. This raises concern about this company's ability to honor product delivery and warranty responsibilities for the BDD BS2A solar system. SunPower has demonstrated much stronger corporate and operational performance.
3. The SunPower module provides higher output than the Renesola module which means the same amount of clean renewable solar electricity can be generated by an array with a 20% smaller footprint. This leaves room to add additional solar in the future to offset increased pumping costs as demand for water increases. The inverters on the system will be sized to facilitate adding solar panels in the future.
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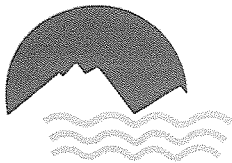
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### **RECOMMENDATION**

Staff believes that the \$137,800 change order would bring significant value to the project and would be a prudent investment by the BDD Board. The change order would be funded with currently un-expended funds within the existing NMFA grant/loan assigned to the overall project. Therefore, staff recommends that the Board approve the change order.







## Buckman Direct Diversion Project


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### MEMORANDUM

Date: May 22, 2014

To: Buckman Direct Diversion Board

Via Shannon Jones, Acting BDD Facility Manager

From: Rick Carpenter, BDD Project Manager 

Subject: **Request Approval of Contract Amendment No.2 with Smith Engineering Co., in the Amount of \$22,522.50 (exclusive of NMGR) for Unanticipated Extended Construction Management Efforts for the BDD Booster Station 2A Solar Project**

### BACKGROUND

The BDD Project was tasked with developing sources of "green" power in lieu of taking all of its electric power from the PNM grid system. Accordingly, the Project developed a 1MW solar power facility that is a dedicated power source to the BDD water treatment plant. Additionally, the Project is currently developing a second solar power project, which will supply 1.5 MW of power to the BDD Booster Station 2A. However, construction of this facility was delayed to allow for time for PNM approval of the design and interconnect. This resulted in an extension of the project schedule by an approximate additional 30 days. However, since the project is nearing completion, staff anticipates a reduced level of effort by Smith Engineering, which is reflected in the cost of the requested contract amendment. The purpose of this contract amendment is to cover the additional costs incurred by Smith Engineering, as the construction manager, for this extended period of time.

### RECOMMENDATION

Funding for this requested contract amendment will be covered by the existing NMFA grant funds for the overall project. Staff recommends approval of the contract amendment.



**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 2 TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH SMITH ENGINEERING COMPANY**

This AMENDMENT No. 2 (the "Amendment") is made to the PROFESSIONAL SERVICES AGREEMENT, dated March 7, 2013 (the "Agreement"), between the Buckman Direct Diversion Board (the "BDDDB") and Smith Engineering Company ("Contractor"). The date of this Amendment shall be the date when it is executed by the BDDDB.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the BDDDB.

B. Pursuant to Article 16 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and the Contractor agree as follows:

**1. SCOPE OF SERVICES**

Article 1 of the Agreement is amended so that the contract includes the services described in Exhibit "A" attached hereto.

**2. COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty two thousand five hundred twenty two dollars and 50/100's (\$22,522.50) plus gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to the Contractor in full payment for services rendered a sum up to and not to exceed two hundred thirty five thousand six hundred twenty two and 50/100's (\$234,622.50), plus applicable gross receipts taxes.

3. **TERM.**

Article 5 of the Agreement is deleted and replaced with the following:

This Agreement shall terminate on December 31, 2014, unless terminated sooner pursuant to Article 6 of the Agreement.

4. **AGREEMENT IN FULL FORCE.**

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

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



**BUCKMAN DIRECT DIVERSION  
BOARD**

By: \_\_\_\_\_  
Joseph M. Maestas, Chair

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

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk

**APPROVED AS TO FORM:**

  
Nancy R. Long, BDDDB Counsel

**APPROVED:**

\_\_\_\_\_  
Marcos A. Tapia, City Finance Director

72410.510300  
Business Unit/Line Item

**ATTEST:**

\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk  
File Date: \_\_\_\_\_

NM Taxation & Revenue  
CRS # 02-133963-005  
City of Santa Fe Business  
Registration # 13-00009310

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Solutions for today ... Vision for tomorrow

04/23/2014

**RFP '13/24/P**

**CONSTRUCTION MANAGEMENT SERVICES (Part Time)**

**BUCKMAN DIRECT DIVERSION BOOSTER STATION 2A**

**PHOTOVOLTAIC (PV) PROJECT (TIME EXT)**

Construction Time = 2 MONTHS (May 01-June 30 - Approx. 9 Weeks)

**Pre-Construction Conference**

	Hrly Rate	Est. Hours	Estimated Amount
Construction Project Manager	\$155.00	0	\$0.00
Field Technician	\$100.00	0	\$0.00
Administrative	\$45.00	0	\$0.00
			<b>\$0.00</b>

**Submittal Review/Meetings/Coordination/Permits**

	Hrly Rate	Est. Hours	Estimated Amount
Construction Project Manager	\$155.00	9	\$1,395.00
Field Technician	\$100.00	0	\$0.00
			<b>\$1,395.00</b>

**Sub-Total Estimated Cost Pre - Construction Cost** **\$1,395.00**

**Est. Time Spent During Construction/Weekly Progress Meetings, e.t.c.**

	Hrly Rate	Est. Hours	Estimated Amount
Const Project Manager (10hrs/wk)	\$155.00	90	\$13,950.00
Field Technician (20hrs/wk)	\$100.00	180	\$18,000.00
Administrative (10hrs/wk)	\$45.00	0	\$0.00
			<b>\$31,950.00</b>

**Incidentals - Mileage**

	Per Diem	Est. Weeks	Estimated Amount
Const Project Manager	\$100.00	9	\$900.00
Field Technician	\$200.00	9	\$1,800.00
			<b>\$2,700.00</b>

**Completion of Project**

**(Final Inspections, Close-out Package & O&M)**

	Hrly Rate	Est. Hours	Estimated Amount
Construction Project Manager	\$155.00	0	\$0.00
Certifying Engineer	\$190.00	0	\$0.00
Field Technician	\$100.00	0	\$0.00
Administrative	\$45.00	0	\$0.00
			<b>\$0.00</b>

**Sub-Total Estimated Cost During - Construction Cost** **\$34,650.00**

**EST. TOTAL (Const. Mgmt. & Observ. Services)**

**\$36,045.00**

**DeLapp Engineering (Elec. Eng. Support)**

**\$7,500.00**

**Alpha SW (Elect. Const. Support)**

**\$1,500.00**



# 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 Smith Engineering

3 Complete information requested ☒ Plus GRT  
☐ Inclusive of GRT

Original Contract Amount: \$177,000.00

Termination Date: December 31, 2013

☐ Approved by BDDB Date: Pending

☒ or by Project Manager Date: \_\_\_\_\_

Contract is for: Solar Facility BDD Booster Station 2A

Amendment # 2 to the Original Contract# 13-0435

Increase/(Decrease) Amount \$ 22522.5

Extend Termination Date to: December 31, 2014

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: \_\_\_\_\_

Amendment is for: Increase scope and comp and extend term

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

☐ Inclusive of GRT

Amount \$ 177,000.00 of original Contract# 130435 Termination Date: 04/01/2014

Reason: \_\_\_\_\_

Amount \$ 35,100.00 amendment # 1 Termination Date: 10/31/2014

Reason: comp and term

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 234,623



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

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

RFP# 13/24/P Date: February 28, 2013

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** Award of bid  
example: (First year of 4 year contract)

**7 Funding Source:** BDD **BU/Line Item:** 72140

**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:** Maya Martinez for Dale Lyons.

Phone # 955-4271

**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:**

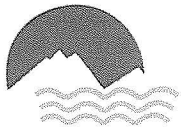
Contract # \_\_\_\_\_

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

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

**Comments:**





Buckman Direct Diversion Project

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

## Memo

**DATE:** June 5, 2014  
**TO:** Buckman Direct Diversion Board  
**FROM:** Mackie Romero, BDD Financial Manager *MR*

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### **ITEM AND ISSUE:**

Request approval of a Budget Adjustment to the adopted FY13/14 Operating Budget

### **BACKGROUND AND SUMMARY:**

During the April BDD board meeting the Board approved several budget adjustment requests to address several line item budgeting requirements. One of our requests was to move money to purchase a new server under System Equipment, however we have been asked to make this purchase under Data Processing. This line item currently does not have sufficient funding to make this purchase. Therefore we are requesting approval to move the funding to the correct line item, with no net effect to the total approved budget.

### **ACTION REQUESTED:**

Staff recommends approval of the attached Budget Adjustments Request Form to move a total of \$11,600 from System Equipment to Data Processing.

<u>Fund Source</u>	<u>Budget Adjustment Request (BAR) Form</u>	<u>Increase</u>	<u>Decrease</u>
FY 2013/2014	Budget Adjustment Form #1	\$11,600	(\$11,600)

**FY 2013/2014 Total Budget Net Effect      \$0**

Approved June 5, 2014

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Buckman Direct Diversion  
Board Chair



# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

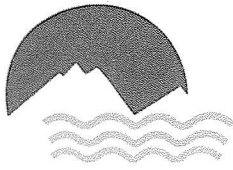
DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE	
PUBLIC UTILITIES/BUCKMAN DIRECT DIVERSION PROJECT				05/27/2014	
ITEM DESCRIPTION	BU / LINE ITEM	<--(Finance Dept Use Only)-->		INCREASE	DECREASE
		SUBLEDGER / SUBSIDIARY	DR / (CR)		
System Equipment	72410.570550				11,600
Data Processing	72410.570800			11,600	
<b>JUSTIFICATION:</b> (use additional page if needed) --Attach supporting documentation/memo				<b>TOTAL</b>	
				\$ 11,600	\$ 11,600

To move funding to correct line item to purchase a new server for BDD.

CITY COUNCIL APPROVAL			
Prepared By <u>Mackie Romero</u>	Date <u>5/27/14</u>	City Council Approval Required <input type="checkbox"/>	Budget Officer _____ Date
Division Director _____ Date	City Council Approval Date <input type="text"/>		Finance Director _____ Date
Department Director _____ Date	Agenda Item #: <input type="text"/>		City Manager _____ Date







## Buckman Direct Diversion Project

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

# Memo

**DATE:** May 7, 2014

**TO:** Buckman Direct Diversion Board

**FROM:** Shannon Jones, BDD Interim Facility Manager *sf*

### **ITEM AND ISSUE:**

Request approval of PSA # XX-XXXX with Narasimhan Consulting Services, Inc (NCS) in the amount of \$205,130.27 to develop a Capital Asset Management Plan, Capital Improvement Plan, and Asset integration into a Geographic Information System (GIS).

### **BACKGROUND AND SUMMARY:**

On February 6, 2014, the Buckman Direct Diversion Board approved the release of RFP '14/32/P seeking engineering services for the development and implementation of a Capital Asset Management Program, including the collection and dissemination of asset information and history, development of new asset management policies and procedures, implementation and documentation of a formal risk based decision making process, and implementation of new performance measurement criteria. On March 28, 2014, a selection committee consisting of City of Santa Fe staff, Santa Fe County staff and Buckman Direct Diversion staff evaluated three (3) firms. The selection committee was unanimous in selecting NCS as the top firm to provide services in the development of the Buckman Direct Diversion's Capital Asset management Plan.

### **EVALUATION:**

A comprehensive asset management program will aid staff in dealing with the demands of an increasingly complex system, an aging infrastructure, increasing costs and competing demands for limited resources. The benefits of an effective asset management program include: increased efficiency by utilizing predictive maintenance to reduced overall cost by achieving maximum life cycles, timely replacement that will reduce equipment downtime, improved planning and risk-based decision making.

### **ACTION REQUESTED:**

Staff recommends approval of PSA # XX-XXXX with Narasimhan Consulting Services, Inc (NCS) in the amount of \$205,130.27. Funding is available in the 2013/2014 budgeted fiscal year under Prof. Services BU/LI 7280000.510300.930020.



**BUCKMAN DIRECT DIVERSION BOARD  
PROFESSIONAL SERVICES AGREEMENT  
With  
NARASIMHAN CONSULTING SERVICES, INC.**

THIS AGREEMENT is made and entered into by and between the BUCKMAN DIRECT DIVERSION BOARD (the "BDDDB" or "Board") and Narasimhan Consulting Services, Inc. ("NCS" or the "Contractor"). The date of this Agreement shall be the date when it is executed by the BDDDB.

**1. SCOPE OF WORK**

The Contractor shall provide professional services as necessary and as required, consisting of all equipment, materials, labor, quality control, overhead, management, and all other elements necessary to create a Capital Asset Management Plan (AMP) for the BDDDB. The services shall also consist of organizing meetings, literature review, and preparing preliminary and final AMPs. The services include the creation of portions of the Scope of Work under the lead of the Buckman Direct Diversion Facility Manager. The Contractor will develop the AMP, with individual Capital Improvement Projects as identified with Buckman Direct Diversion staff issued as Preliminary Engineering Reports, and GIS mapping of infrastructure assets for the Buckman Direct Diversion Project. The Detailed Scope of Work is provided in Exhibit "A," attached hereto.

**2. STANDARD OF PERFORMANCE; LICENSES**

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The 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. The BDDDB shall pay to the Contractor in full payment for services rendered, a sum not to exceed \$205,130.27, inclusive of New Mexico gross receipts tax in accordance with the Fee Schedule provided in Exhibit "B" attached hereto.

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

C. Invoices for services will be made on a monthly basis. 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.

**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 by the BDDDB, this Agreement shall terminate upon written notice being given by the BDDDB to the Contractor. The BDDDB's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**5. TERM AND EFFECTIVE DATE**

This Agreement shall be effective when signed by the BDDDB and terminate on June 30, 2015, unless terminated sooner pursuant to Article 6 below.

**6. TERMINATION**

A. This Agreement may be terminated by the BDDDB upon 10 days written notice to the Contractor. In the event of such termination:

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

(2) If compensation is not based upon hourly rates for services rendered, the BDDDB shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

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

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

8. **CONFIDENTIALITY**

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

9. **CONFLICT OF INTEREST**

The 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**

The 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. The 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**

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDDB, the City of Santa Fe, Santa Fe County and, their officers, officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the BDDDB to any obligation not assumed herein by the BDDDB unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. **INSURANCE**

A. The Contractor shall not begin the Professional Services required under this Agreement until it has: (a) obtained, and upon the Board's request provided to the Board, insurance certificates reflecting evidence of all insurance required herein; however, the Board reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by the Board; (b) obtained Board approval of each company or companies as

required below; and (c) 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 Board.

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

C. Types of Insurance At all times during the term of this Agreement, the 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)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$2,000,000
Each Occurrence	\$2,000,000

(2) Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the 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 \$2 million per accident. An insurance certificate shall be submitted to the Board that reflects coverage for any automobile [any auto].

(3) Professional Liability. For the Contractor and all of the Contractor's employees who are to perform professional services under this Agreement, the 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 \$2,000,000 per claim and \$2,000,000 annual aggregate. The Contractor shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (2) 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, the Contractors policy shall not contain exclusions for those activities.

(4) Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, the 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	\$2,000,000	Each Accident
Bodily Injury by Disease	\$2,000,000	Each Employee
Bodily Injury by Disease	\$2,000,000	Policy Limit

The Contractor shall provide an endorsement that the insurer waives the right of subrogation against the Board, City of Santa Fe, County of Santa Fe and 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 Board 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. 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 the Contractors’ insurance carriers will not agree to this notice requirement, the Contractor will provide written notice to the Board within four working days of Contractors 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 “VII” 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 Board. The Board 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. Deductibles. All deductibles or co-payments on any policy shall be the responsibility of the Contractor.

F. Specific Provisions Required.

(1) Each policy shall expressly provide, and an endorsement shall be submitted to the Board, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the Board, City of Santa Fe, Santa Fe County and 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 Board, City of Santa Fe, Santa Fe County and their respective elected officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the Board.

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

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

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

Contractor for the cost of the additional premium for any coverage requested by the Board in excess of that required by this Agreement without overhead, profit, or any other markup.

(6) The Contractor may obtain additional insurance not required by this Agreement.

**13. INDEMNIFICATION**

A. GENERAL INDEMNIFICATION: To the greatest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the Board, City of Santa Fe, Santa Fe County and 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 the Contractor's performance or non-performance under this Agreement as well as the performance or non-performance of the Contractor's employees, agents, representatives and subcontractors or any tier.

B. INDEMNIFICATION FOR PROFESSIONAL ACTS, ERRORS OR OMISSIONS. Except for professional acts, errors or omissions that are the result of established gross negligence or willful or wanton conduct on the part of the Contractor or its employees, agents, representatives or sub consultants, the General Indemnification shall not apply to professional acts, errors or omission unless covered by Professional Liability insurance required in this Agreement.

**14. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the BDDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA

1978, as amended. The BDDDB and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**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 the 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. The Contractor shall conform with and participate in the Document Control policies of the BDDDB or the City of Santa Fe. The 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 and 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 the 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, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. 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 required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

**BUCKMAN DIRECT  
DIVERSION BOARD:**

Buckman Direct Diversion Project  
341 Caja del Rio,  
Santa Fe, New Mexico 87507  
Attn: Shannon Jones  
BDD Interim Facility Manager

**CONTRACTOR:**

Narasimhan Consulting Services, Inc.  
Attn: Firm Representative  
2316 Southern Blvd., Suite B-1  
Rio Rancho, New Mexico 87124

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

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

**BUCKMAN DIRECT DIVERSION  
BOARD**

By: \_\_\_\_\_  
Joseph M. Maestas, Chair

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

**APPROVED AS TO FORM:**

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

**APPROVED:**

\_\_\_\_\_  
Marcos Tapia, City Finance Director

728000  
Business Unit/Line Item

**ATTEST:**

\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk  
File Date: \_\_\_\_\_

NM Taxation & Revenue  
CRS #03-185297-00-1

City of Santa Fe Business  
Registration #

**CONTRACTOR:**

Narasimhan Consulting Services, Inc.

By: \_\_\_\_\_

\_\_\_\_\_  
[title]

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

## **EXHIBIT A**

### **DETAILED SCOPE OF WORK**

#### **Task 1 Project Initiation and Work Plan**

Objective: Provide a road-map for asset management, summarize available data.

NCS will conduct a Project Kick Off workshop with the BDD Staff and summarize the project objectives and BDD/Stakeholder's expectations.

This workshop will include identifying needs of various departments supporting the BDD system and providing an implementation plan for hydraulic modeling, asset management, GIS/CAD data management, CMMS, etc. NCS will collect and summarize all necessary and additional operational information available for the system.

As part of the workshop, NCS will visit the treatment plant site and review operations with staff. NCS can also help the BDD identify potential opportunities for optimization. Based on the outcome of the workshop, NCS may request operational information as follows:

- Water use data (including three years of water conservation trends), plant flow data where available, maintenance records (available for review onsite)
- Current maintenance schedule and work plan, SCADA information, pump station facilities/sewer collection system maps, elevation data where available
- Available Master Plans and engineering documents
- Gather current standards or current operating/review practices
- BDD's maintenance trouble spots and potential CIP projects list
- Available current development standards, record drawings, CAD files, design reports, and operation and maintenance manuals
- Compliance data (permits, approvals, sanitary surveys), and potential opportunities for effluent reuse.

Based on a review of the existing information, NCS will develop a list of additional information that may be necessary to finalize the Work Plan. NCS will propose and discuss with the BDD Project Manager the approach to obtain the additional information expeditiously.

#### **Task 2 Literature Review**

A summary of sources of local, regional, and national AMP documents and policies and procedures will be compiled and summarized. The literature review will identify gaps in research which the project team will likely include in project activities and recommendations. Results from latest NMED documents, Water Research Foundation research reports and summaries of the EPA white papers, and Internet sources from various utilities will be included in the literature review. Work products from the current AWWA Committees, ASCE committees, and local and national conferences will be researched. This information will be compiled for review and comment by BDD and incorporation into the proposed NCS approach for this project.

#### **Task 3A, 3B, 3C Development of the Asset Management Plan (AMP)**

##### *Condition Assessment and Evaluation*

NCS will work with BDD staff to schedule field inspections to each facility. The site inspection will take approximately one week and NCS' project manager, project engineer, structural engineer and electrical engineer will conduct the inspection. Findings from the inspection will be logged into a condition assessment report electronic form for further use in the project. The form will be developed in a GIS/web-based interface



to provide a robust graphic display. The database will be compatible to upload into the optional asset management software task so records are not lost.

NCS, accompanied by BDD staff, will perform site visits to evaluate all process equipment, residuals handling facilities, raw water storage and conveyance, hydraulics, pumps, motors, drives, piping, valves, meters, chemical feed systems, electrical equipment, SCADA equipment and system, and structural condition of buildings and treatment basins. If possible, NCS prefers to conduct these inspections when process tanks have been drained for maintenance. NCS will utilize a laptop computer(s) with a standardized database for capturing all field observations. Photos of key observations will be taken. Interviews will be conducted with BDD personnel familiar with the water system as well as operations and maintenance staff at the water treatment plants to identify historical operating issues and redundancy concerns.

For each piece of mechanical and electrical equipment the following parameters will be identified (at a minimum): type, function, size, manufacturer, model number, serial number, year of manufacture, materials of construction, code issues, electrical voltage, horsepower and other relevant parameters. The condition and integrity of the physical and mechanical equipment will be assigned a condition ranking to determine remaining useful life (1 - 5 with 5 being the highest rank). Specific items of repair and rehabilitation will be identified for each piece of equipment along with the criticality and schedule. Discussions will be conducted with the BDD staff and operations staff to understand maintenance history or problems they have experienced, and obtain additional documentation on the piece of equipment such maintenance costs, equipment cut sheets and O&M manuals (if available).

Each piece of equipment will also be photographed and assigned a tag number or asset identifier in a format acceptable to the BDD and consistent with existing databases (if any).

*Field Data Review.* NCS will review information gathered during the field assessment phase. The information gathered will be consolidated into a technical memorandum by site by treatment process, and submitted to the BDD.

*Conduct Workshop #1.* NCS will provide a presentation of findings from the field assessments and data review to BDD staff. Current operating concerns and redundancy issues will be discussed to ensure the master planning process covers these issues.

*Review Current and Future Water Regulations.* NCS will review current and anticipated state and federal water regulations, and the potential impact on the BDD. This information will be summarized in a technical memorandum and provided to the BDD.

#### *Ranking and Critically Rating System Summary*

Once all the facilities have been inspected and their condition has been determined, a summary report will be prepared that presents the overall criticality and condition of each piece of equipment and the overall facilities. The summary will be developed using the criticality ranking system of 1-5 discussed above and include all elements of each facility. Based on a combination of condition and criticality, the replacement and recurring annual O&M costs will be identified for each component. This summary report will be provided to the BDD for review and comment and will be finalized based on these comments.

*Develop Operational and Facility Needs Strategies.* NCS will develop strategies to address process operational concerns and redundancy issues, opportunities to optimize the treatment systems, address concerns with the electrical and SCADA equipment and systems, and address structural deficiencies. NCS will develop alternatives and recommendations to the water treatment process, related infrastructure, and residuals handling. NCS will provide recommendations for short and long term upgrades. Process schematics will be developed.

*Conduct Workshop #2.* NCS will present an overview of the regulations and alternatives to optimize the treatment systems and address facility needs to BDD staff. The intent of this workshop is to develop consensus on the alternatives evaluated and recommended capital improvements and operations related adjustments.

#### Sub Task 4 Integrate System Information into GIS Database

NCS and our sister company NJBSoft have developed a unique software application to track and easily update asset information. It is a living tool and not simply an idle database that stores information and volumes of data. SAMSWater AMS provides meaningful real time outputs related to critical rehabilitation needs, prioritization, and costs. NCS developed it for use on our own projects but it is now also commercially available. The following are key features of our AMS software:

- Geo-spatial software (allows map-based views for asset prioritization). The software has its own map interface but also integrates ArcGIS server.
- Above ground and below ground infrastructure asset management. This includes pipes, pumps, pump stations, electrical equipment, structures, etc.
- Criticality analysis - A spatial criticality analysis to filter key infrastructure requirements and prioritize within decision matrix is included.
- Budget based prioritization - This allows a user to identify the best return on investment in repair and replacement costs.
- Unit Demand Cost Development - Sufficient tools available to define various types of unit costs.
- Custom reporting - Automated reports can be generated based on updated data.
- Integration Technology - Integrates with various technologies to consolidate data and define a comprehensive workflow solution.
- Web-based system access with an enterprise environment - Web-based access to the system to allow users to utilize this software from multiple locations.
- Life cycle cost analysis - Ability to perform life cycle cost analysis.
- Integration with hydraulic models - Ability to integrate with hydraulic models to provide capacity calculations.

#### Task 5 Capital Improvement Plan

Based on the above findings, and the BDD's anticipated annual budget for the next several years, NCS will develop a repair and rehabilitation plan for each facility for review by BDD staff. The plan will span over several years, based on the available budget and the results of the ranking and criticality assessment. NCS will finalize the Repair and Rehabilitation Plan after receipt of BDD comments. The plan will be prioritized based on needs and ranking assessment. The Plan is an output from the Asset the BDD based on updating the information in the AMS and printing a new summary report.

##### *Development of Asset Management System*

Our SAMSWater Software application can manage your Infrastructure Assets. The application will be able to perform the following, at a minimum:

*Asset Data Logging:* Identify the asset, locate it spatially on the map and provide information about it ranging from asset related information, associated documents, maintenance and repair/replacement schedules as well as history of maintenance.

*Prioritization and Ranking Capabilities:* Rank and prioritize the assets for replacement and repair.

*Budget and Phasing Considerations:* The database will account for the available budget and manage a list of projects that are prioritized and ranked based on approach developed in this storm water study project and asset management program.

*Integrate with other technologies:* The software will integrate with GIS/SCADA and other technologies that support this program in order to develop a repeatable process.

This information will be updated into the WTP database to allow for ranking and prioritization.

**EXHIBIT B  
FEE SCHEDULE**

1. NAME OF PROJECT: Engineering Services for Buckman Direct Diversion Capital Asset Management Plan		2. CIP #: 3039	
3. NAME OF CONTRACTOR: Narasimhan Consulting Services, Inc.		4. DATE OF PROPOSAL:	
5. ADDRESS OF CONTRACTOR: 2316 Southern Blvd, Suite B-1, Rio Rancho, NM 87124		6. TYPE OF SERVICE TO BE FURNISHED: A. WORK ELEMENT: Total For All Evaluations	

**PART 2 - COST SUMMARY**

7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	144	50.00	\$7,200.00	
Senior Engineer/Project Manager	248	47	\$11,656.00	
Project Engineer	192	38.96	\$7,480.32	
Senior Hydrogeologist/Scientist	0	53.80	\$0.00	
Staff Engineer	400	32.65	\$13,060.00	
GIS Engineer	80	30	\$2,400.00	
Technician/Cadd Drafter	160	28.57	\$4,571.20	
Clerical/Project Admin	160	21.00	\$3,360.00	
<b>DIRECT LABOR TOTAL:</b>				<b>\$49,727.52</b>

8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED COST	TOTALS
	145	1.0	\$72,104.90	
<b>OVERHEAD TOTAL:</b>				<b>\$121,832.42</b>

9. FEE OR PROFIT (show rate and base)	10%			
				<b>\$12,183.24</b>

**SUPPLEMENTAL SERVICES**

10. SUBCONTRACTS (Identify & purpose)	ESTIMATED COST	TOTALS
Tala and Howard (AMP and CIP development)	\$45,000.00	
EMS - Phil Ponce (GIS Expert)	\$10,000.00	
<b>SUBCONTRACTOR TOTAL:</b>		<b>\$55,000.00</b>

11. SPECIAL EQUIPMENT	RATE	ESTIMATED HOURS	ESTIMATED COST	TOTALS
<b>EQUIPMENT TOTAL:</b>				<b>\$0.00</b>

12. TRAVEL	ESTIMATED COST	TOTALS
A. transportation:		
B. per diem:		
<b>TRAVEL TOTAL:</b>		

13. OTHER REIMBURSABLE COST	ESTIMATED COST	TOTALS
Black & White Copies (\$0.05 per copy)	\$162.50	
Color Copies (\$0.60 per copy)	\$275.00	
Mailing (\$35 per mailing)	\$175.00	
<b>OTHER REIMBURSABLE TOTAL:</b>		<b>\$612.50</b>

			<b>SUBTOTAL ITEMS 7-12:</b>	<b>\$189,628.17</b>
14. GROSS RECEIPTS (@8.1875%)				\$15,502.10
15. TOTAL PRICE				<b>\$205,130.27</b>

16. SIGNATURE OF PREPARER	C of SF REVIEW BY	WATER DIVISION COST SUMMARY PAGE      OF
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## 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 Narashimhan Consulting Services

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$205,130.27

Termination Date: June 30, 2015

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: \_\_\_\_\_

Contract is for: legal

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☒ Approved by BDDB 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 \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: Term



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

Total of Original Contract plus all amendments: \$ \_\_\_\_\_

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

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☒ \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** \_\_\_\_\_  
example: (First year of 4 year contract)

**7 Funding Source:** bdd **BU/Line Item:** 724800

**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:** Maya Martinez

Phone # 955-4271

**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:**

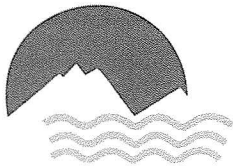
Contract # \_\_\_\_\_

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

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

**Comments:**





## Buckman Direct Diversion Project

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

# Memo

**DATE:** May 16, 2014  
**TO:** Buckman Direct Diversion Board  
**FROM:** Shannon Jones, BDD Interim Facility Manager *Sh*

### **ITEM AND ISSUE:**

Request approval to carry forward funding from 2013/2014 budgeted fiscal year in the amount of \$205,130.27 into 2014/2015 budgeted fiscal year to develop a Capital Asset Management Plan.

### **BACKGROUND AND SUMMARY:**

On February 6, 2014, the Buckman Direct Diversion Board approved the release of RFP '14/32/P seeking engineering services for the development and implementation of a Capital Asset Management Program, including the collection and dissemination of asset information and history, development of new asset management policies and procedures, implementation and documentation of a formal risk based decision making process, and implementation of new performance measurement criteria. On March 28, 2014, a selection committee consisting of City of Santa Fe staff, Santa Fe County staff and Buckman Direct Diversion staff evaluated three (3) firms. The selection committee was unanimous in selecting NCS as the top firm to provide services in the development of the Buckman Direct Diversion's Capital Asset management Plan.

### **EVAULATION:**

A comprehensive asset management program will aid staff in dealing with the demands of an increasingly complex system, an aging infrastructure, increasing costs and competing demands for limited resources. The benefits of an effective asset management program include: increased efficiency by utilizing predictive maintenance to reduced overall cost by achieving maximum life cycles, timely replacement that will reduce equipment downtime, improved planning and risk-based decision making.

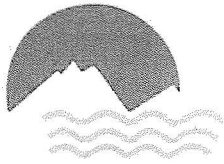
### **ACTION REQUESTED:**

Staff recommends approval to carry forward funding from 2013/2014 budgeted fiscal year in the amount of \$205,130.27 into 2014/2015 budgeted fiscal year to develop a Capital Asset Management Plan. Funding is available in the 2013/2014 budgeted fiscal year under Prof. Services BU/LI 7280000.510300.930020.









## Buckman Direct Diversion Project

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

# Memo

**DATE:** May 7, 2014

**TO:** Buckman Direct Diversion Board

**FROM:** Shannon Jones, BDD Interim Facility Manager *sf*

### **ITEM AND ISSUE:**

Request approval of Amendment # 3 to PSA # 11-0533 with Long, Komer & Associates, P.A. in the amount of \$100,000 plus NMGR.

### **BACKGROUND AND SUMMARY:**

In June 2011, the Board approved a contract with Long, Komer & Associates, P.A. in the amount not to exceed \$100,000. The current contract expires June 30, 2014. Per Section 5 of the Agreement:

*"This Agreement shall be extended in one (1) year increments by amendment to this Agreement ... In no event however shall the term of this Agreement, including any and all extensions, exceed four (4) years from the date of last signatory to this initial agreement."*

### **EVALUATION:**

The Scope of Services includes, but is not limited to, general issues and concepts related to public body organizational powers and duties, public policy review, contracting, opinion and agreement drafting and negotiations, utility management and liability issues, and representation of the entity before state and federal courts and governmental agencies.

The Contractor will:

- Represent the Board in litigation;
- Advise and represent the BDD project on public procurement process, including but not limited to, review of procurement documents, participation in required negotiations, assistance with solicitations, review and preparation of contracts;
- Prepare written opinions, resolutions, and other necessary documents;



- Attend all Board Meetings
- Perform other duties as necessary.

Since the inception of the Contractor's engagement as legal counsel, the hourly rate of \$160.00 has never been increased and does not propose to increase their rates pursuant to this Amendment. Staff has determined that the estimated number of hours to be consistent with the Board's needs.

**RECOMMENDED ACTION:**

Staff recommends approval of PSA with Long, Komer & Associates, P.A. in an amount of \$100,000.00 plus NMGR. Funding is available in the 2014/2015 budgeted fiscal year under BU/LI Prof. Services/#7280000.510300.910010.

**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 3 TO  
LEGAL SERVICES AGREEMENT  
ACTING IN THE CAPACITY OF LEGAL COUNSEL FOR THE BUCKMAN DIRECT  
DIVERSION BOARD**

This Amendment No. 3 (the "Amendment") to the Legal Services Agreement, dated June 6, 2011, and as subsequently amendment (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Long, Pound & Komer, PA (the "Contractor"). The date of this Amdnemnt shall be effective as of the date it is executed by the BDDDB..

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services to the Board.

B. Pursuant to 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 of the Agreement is amended to increase the amount of compensation by a total of one hundred thousand dollars (\$100,000) exclusive of applicable New Mexico Gross Receipts Tax.

2. TERM.

The term of the Agreement is amended to extend the Agreement termination date from July 1, 2014 to June 30, 2015.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the Legal Services Agreement.

**BUCKMAN DIRECT DIVERSION BOARD**

By: Joseph Maestas, Chairperson


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

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Nancy Long  
Title: President/Partner

Date: \_\_\_\_\_  
 NM Taxation & Revenue  
 CRS #85-0353074  
 City of Santa Fe Business  
 Registration #

**APPROVED AS TO FORM:**

  
Kelley A. Brennan, Interim City Attorney

**APPROVED:**

Marcos A. Tapia, City Finance Director

**ATTEST:**

Yolanda Y. Vigil, City Clerk  
File Date:

728000



**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 Long Pound & Komer PA

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$100,000.00

Termination Date: June 30, 2012

☒ Approved by BDDDB Date: June 6, 2011

☐ or by Project Manager Date: \_\_\_\_\_

Contract is for: legal

Amendment # 3 to the Original Contract# 11-0053

Increase/(Decrease) Amount \$ 100,000.00

Extend Termination Date to: June 30, 2015

☒ Approved by BDDDB Date: Pending

☐ or by Project Manager Date: \_\_\_\_\_

Amendment is for: Increase comp term. Last of the 4 years

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

☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 100,000.00 of original Contract# 11-0053 Termination Date: 06/30/2012

Reason: bdd legal services

Amount \$ 100,000.00 amendment # 1 Termination Date: 06/30/2013

Reason: term comp

Amount \$ 100,000.00 amendment # 2 Termination Date: 06/30/2014

Reason: term comp

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: Term



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

Total of Original Contract plus all amendments: \$ 400,000

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

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☒ \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** \_\_\_\_\_  
example: (First year of 4 year contract)

**7 Funding Source:** bdd **BU/Line Item:** 72410

**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:** Maya Martinez

Phone # 955-4271

**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:**

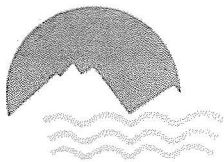
Contract # \_\_\_\_\_

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

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

**Comments:**





## Buckman Direct Diversion Project

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

# Memo

**DATE:** May 7, 2014

**TO:** Buckman Direct Diversion Board

**FROM:** Shannon Jones, BDD Interim Facility Manager *sf*

### **ITEM AND ISSUE:**

Request approval of Amendment # 3 to PSA # 11-0465 with Chavez Security in the amount of \$79,052.53 plus NMGRS for security services through December 2014.

### **BACKGROUND:**

On June 6, 2013 the Board approved a contract with Chavez Security in the amount of \$159,900 plus NMGRS. The current contract expires June 30, 2014. A new RFP for security services will be released on or before October 24, 2014. This amendment will provide security service through December 2014.

### **EVALUATION:**

Chavez Security will continue to conduct patrols along the Buckman Road corridor. The Scope of Services includes:

- Report suspicious activity, security breaches, and unusual findings to the BRWTP Control Room;
- Check locked doors, fencing and gates at the raw water buildings to ensure they are locked and have not been intruded upon;
- Provide on-call service during evening, midnight, and early morning hours to accompany BDD Operators to the river and provide security protection as requested
- Submit reports at the end of each shift to the BDD Office outlining any investigative services and observations.

### **RECOMMENDED ACTION:**

Staff recommends approval of Amendment 3 to PSA # 11-0465 with Chavez Security in the amount of \$79,052.53 plus NMGRS for security service through December 2014. Funding is available in the 2014/2015 budgeted fiscal year under BU/LI Prof. Services/#7280000.510300.910010.





**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 3 TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
CHAVEZ SECURITY**

AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated May 18, 2011, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Chavez Security (the "Contractor"). The date of this Amendment shall be effective as of the date it is executed by the BDDDB.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services to the Board.

B. Pursuant to Article 19 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 of the Agreement is amended to increase the amount of compensation by a total of seventy nine thousand fifty two dollars and 53/100's (\$79,052.53) plus applicable New Mexico Gross Receipts Tax.

**2. TERM**

Article 5 of the Agreement is deleted and replaced with the following:

This Agreement shall terminate on December 8, 2014, unless terminated sooner pursuant to Article 6 of the Agreement.

3. **AGREEMENT IN FULL FORCE**

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the Professional Services Agreement.

**BUCKMAN DIRECT DIVERSION BOARD**

**CONTRACTOR:**

CHAVEZ SECURITY

By: \_\_\_\_\_  
Joseph M. Maestas, Chair

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Date: \_\_\_\_\_  
NM Taxation & Revenue  
CRS # 02948554001  
City of Santa Fe Business  
Registration #

**APPROVED AS TO FORM:**

  
Nancy R. Long, BDDDB Counsel

**APPROVED:**

\_\_\_\_\_  
Marcos A. Tapia, City Finance Director

**ATTEST:**

\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk  
File Date: \_\_\_\_\_

728000



**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 Chavez Security

3 Complete information requested ☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$164,355.88

Termination Date: June 30, 2012

☒ Approved by BDDDB Date: May 1, 2012

☐ or by Project Manager Date: \_\_\_\_\_

Contract is for: Security Services

Amendment # 3 to the Original Contract# 10-0067

Increase/(Decrease) Amount \$ 79052.53

Extend Termination Date to: December 8, 2014

☒ Approved by BDDDB Date: Pending

☐ or by Project Manager Date: \_\_\_\_\_

Amendment is for: Increase comp and term through 4 year period.

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

☐ Inclusive of GRT

Amount \$ 164,355.88 of original Contract# 11-0465 Termination Date: 06/30/2012

Reason: security services

Amount \$ 159,900.00 amendment # 1 Termination Date: 06/30/2013

Reason: Term and Comp

Amount \$ 159,900.00 amendment # 2 Termination Date: 06/30/2014

Reason: term comp

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 563,208



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

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

RFP# 11/04/P Date: October 28, 2010

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☒ \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

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

**7 Funding Source:** \_\_\_\_\_ **BU/Line Item:** 72800

**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:** Maya Martinez

Phone # 955-4271

**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:**

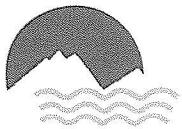
Contract # \_\_\_\_\_

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


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

**Comments:**





## Memo

**DATE:** June 5, 2014  
**TO:** Buckman Direct Diversion Board  
**FROM:** Mackie Romero, BDD Financial Manager 

---

### **ITEM AND ISSUE:**

Request approval to accept a policy with American Alternative Insurance for insurance coverage including real property for a premium of \$132,503.

### **BACKGROUND AND SUMMARY:**

Under the *Joint Power's Agreement, Section 23*, the Board is required to carry coverage separate and apart from the partner's respective policies:

*"The BDD Board shall obtain and carry public liability insurance coverage (including directors and officers coverage) consistent with the responsibilities of a public entity under the New Mexico Torts Claims Act, NMSA 1978...the BDD Board shall carry and maintain fire and extended coverage on all of the BDD Project buildings, structures and improvements, and upon all of the contents and other personal property..."*

In 2011, the Board retained Daniels Insurance, Inc. to serve as its ***Agent/Broker of Record*** for the purpose of providing insurance services.

Daniels currently has the following policies in place with American Alternative Insurance, with a premium of \$127,714 and effective date of July 1, 2013 to July 1, 2014.

- Auto Policy (placed under the name of the Board)
- Property insurance for real property, boiler and machinery, personal property & mobile equipment.
- Commercial General Liability & Directors & Officers Liability (placed in the name of the Board).
- Excess Liability (placed under BDD Board)

Daniels has re-marketed the account for the next policy period, effective July 1, 2014 to July 1, 2015.

### **EVALUATION:**

Daniels approached 8 companies; however only 1 of those companies was able to provide a competitive bid based on expiring premiums and the large concentration of property values.



American Alternative Insurance Company provides coverage for over 3,900 water utilities nationally, including numerous joint power agreements, such as Shoshone Municipal Water Joint Powers Board (WY), Water Quality Improvement JPA of the Dos Palos Area (CA), Central Wyoming Regional Water System Joint Powers Board (WY) and others as listed in the proposal.

Coverage	American Alternative
	<b>2014-2015</b>
	<b>AM Best Rating A+XV</b>
Property/Boiler Premium	incl
Equipment	incl
Commercial Crime	incl
Cyber Liability	incl
General Liability	incl
Automobile	incl
Public Officials	incl
Umbrella	incl
<b>Total Annual Premium</b>	<b>\$ 132,503</b>

Daniels Insurance negotiated coverage amounts and deductibles with American Alternative, as shown below, with only a 4% premium increase due to a 4% increase in property values.

Coverage	American Alternative
Real Property, amount of coverage	\$161,044,000
Deductible	\$75,000
Equipment Breakdown (Boiler & Machinery)	\$100,000,000
Software	\$500,000
General Liability	\$1,000,000/\$3,000,000 (\$5,000 deductible)
Cyber Liability	\$1,000,000 (no deductible)
Professional Liability	\$1,000,000/\$3,000,000 (\$10,000 deductible)
Flood Earthquake Coverage	\$1,000,000
Flood Deductibles	\$75,000
Earthquake Deductibles	\$75,000
Failure to Supply	\$1,000,000/\$3,000,000
Excess Liability	\$5,000,000 Including "Failure to Supply"
Business Auto	\$1,000,000
Auto Comprehensive Deductible	\$100
Auto Collision Deductible	\$1,000

**RECOMMENDATION:**

Based on the proposal provided by American Alternative, staff recommends the BDD Board accept and place insurance coverage with American Alternative at an annual premium rate of \$132,503.

Our approved FY14/15 budget request includes sufficient funding for the policy.

<u>Fund Source</u>	<u>Business Unit/Line Item/Description</u>	<u>Amount</u>
FY 2014/2015	7280000.555250 Gen Liability Assessment	\$132,503

**ATTACHMENTS**

- Acceptance of Proposal



## PAYMENT OPTIONS

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**BILLING:** The insured will be billed by Daniels Insurance for the premium. Please choose your billing option:

- Boiler is Prepaid/Full Pay
- Package - Monthly (25% down and 9 monthly installments)

**CONTINGENCIES:** Each of the following items is needed in order for Daniels Insurance to order the proposed insurance coverages.

- Advise any additional coverage to be quoted at this time.
- Compliance with Loss Control recommendations.

**ACCEPTANCE OF PROPOSAL** and any modifications to the proposal, Payment Terms and Contingencies:

**Signature:**

**Insured: Buckman Direct Diversion Board**

By: \_\_\_\_\_

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

Your preferred method of delivery of Policies by Daniels Insurance, Inc.

\_\_\_\_\_ **Email**

\_\_\_\_\_ **Mail**

\_\_\_\_\_ **In Person**

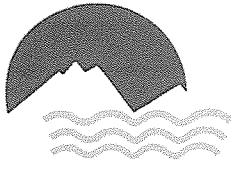
Your preferred method of delivery of all other items by Daniels Insurance, Inc.

\_\_\_\_\_ **Email**

\_\_\_\_\_ **Mail**

\_\_\_\_\_ **In Person**





## Buckman Direct Diversion Project

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

### MEMORANDUM

Date: May 29, 2014

To: Buckman Direct Diversion Board

Via: Shannon Jones, Acting BDD Facility Manager

From: Rick Carpenter, BDD Project Manager *RC*

Subject: **Request Approval of Contract Amendment No.2 with Padilla Industries in the Amount of \$11,164.44 (including NMGR) for Required Herbicide Application Associated with Habitat Restoration Efforts for the BDD Project**

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### BACKGROUND

The BDD Project is required to perform certain environmental mitigation measures pursuant to the Project's NEPA Environmental Impact Statement. Generally, the BDD is required to remove certain non-native vegetation, re-vegetate the areas with native riparian and upland species, and maintain the newly restored habitat until it becomes naturally self-sufficient. The BDD Project is required to restore approximately 7 acres of habitat adjacent to the Rio Grande and the existing BDD intake/raw water lift station at the terminus of Buckman Road. The restoration effort is at a critical juncture currently, after recently installing thousands of young trees and shrubs, but it appears that noxious weeds could threaten the integrity of the restoration effort if they are not dealt with effectively and soon. This contract amendment is intended to fund the effort to eradicate the burgeoning noxious weed problem on site.

### RECOMMENDATION

Staff recommends approval of the contract amendment. Funds for this contract exist in the approved BDD Carve-out Budget, environmental line item.



**ESTIMATE/PROPOSAL**

**Padilla Industries, Inc.**  
**11 Cuerno de Vaca Drive**  
**Santa Fe, New Mexico 87507**  
**License No. 59392**

**Date: May 12th, 2014**

<b>HERBICIDE APPLICATION</b>							
<b>BUCKMAN DIRECT DIVERSION REHABILITATION PROJECT (BDDRP)</b>							
<b>Item</b>	<b>Description</b>	<b>Date</b>	<b>Day</b>	<b>Units</b>	<b>Qty</b>	<b>\$/Unit</b>	<b>Amount</b>
1	Herbicide Application - See NOTE 1 Below - Padilla Industries acknowledges receipt of Sequoia's proposal in the amount of \$6,719.53 (attached) and approves subject to input and recommendations by Mr. Todd Caplan and/or Mr. Rick Carpenter.  Amount allocated for Sequoia Landscaping herbicide application including travel, materials and labor as stated in attached estimate.  TBD will be coordinated with Mr. Todd Caplin. Each application should take no more than three (3) days.	TBD		LS	1	\$ 6,719.53	\$ 6,719.53
2	Padilla Industries, Inc. oversight and assistance in cutting, grubbing, and overall assistance to Sequoia during term of application as per application requirements supervised by Sequoia personnel.  PII price breakdown is as follows: - 30 Hours at \$90.00/hr for 3 Laborers = \$2,700.00 - 12 Supervisory hours at \$75.00/hr including travel	TBD		LS	1	\$ 3,600.00	\$ 3,600.00
<b>SUB-TOTAL</b>							<b>\$ 10,319.53</b>
<b>8.1875 NMGR</b>							<b>\$ 844.91</b>
<b>TOTAL</b>							<b>\$ 11,164.44</b>

**NOTES:**

- Each herbicide application to include products and methods described by Sequoia Proposal of May 7th, 2014.
- Will also treat Russian Olive, and other stumps sprouting back with Garlon. PII crew to cut resuckers/shoots to prepare for Garlon re-application to Russian olive stumps (Included in Above Price).
- Padilla Industries crew will assist Sequoia Applicators during entire time to make process go smoothly.

Submitted by Authorized Representative of Padilla Industries

*Charles P. Padilla - Pres. PII*

Please Print Name, Title, & Organization

Approved by Authorized Representative(s)

Please Print Name, Title, & Organization



810 Rankin Rd. NE • Albuquerque, NM 87107  
Office: (505) 977-2767 • Fax: (505) 715-4703

## VEGETATION MANAGEMENT PROPOSAL

May 7, 2014

**Client:** Padilla Industries, Inc.  
c/o Pat Padilla  
11 Cuerno De Vaca Dr.  
Santa Fe, NM 87507  
(505) 474-5511

**Job Site:** Buckman Direct Diversion Habitat

### SCOPE OF WORK

Sequoia Landscaping, Inc. hereby proposes to furnish labor and materials for:

1. The two most difficult to control noxious weed species, Perennial Pepper Weed and Yellow Toad Flax will be treated with Chlorsulfuron, and Methylated Seed Oil. This will be a spot spray treatment as the plants begin to bolt.
2. The three species of trees that are targeted are Siberian Elm, Russian Olive and Saltcedar. These have been cut and treated with Garlon 4 Ultra. Garlon 4 Ultra will continued to be used on sucker escapes at a 75% concentration with a blue spray dye indicator added. The application method used will be in accordance with basal bark painting and cut stump painting.
3. Seedlings and other noxious weeds will be treated with Glyphosate. Glyphosate is a general non-selective herbicide applied to the foliage. In areas where revegetation plantings are planted too closely together for safe herbicide application cutting and grubbing will be the method for vegetation control. This will be tasked to Padilla Industries, Inc.

Item No.	Description	Quantity	Unit Price	Extended Price
1	Spray Technician Labor per hour	64	\$ 45.00	\$ 2,880.00
2	Supervisor per hour	33	\$ 65.00	\$ 2,145.00
3	Chlorsulfuron	1	\$ 561.86	\$ 561.86
4	MSO	1	\$ 384.31	\$ 384.31
5	Glyphosate	2	\$ 109.18	\$ 218.36
6	Garlon 4 Ultra	2	\$ 227.50	\$ 455.00
7	Spray Dye Indicator	1	\$ 75.00	\$ 75.00
Subtotal				\$ 6,719.53
Tax 6.875%				\$ 461.97
Total				\$ 7,181.50

### TERMS AND CONDITIONS

This quotation is firm for 30 days and change in plans or scope may result in a change in price. Applicable New Mexico gross receipts taxes WILL BE ADDED TO THE SUBTOTAL PRICE above if a valid non-taxable transaction certificate (NTTC) has not been issued to Sequoia Landscaping.

The most current, dated proposal supersedes all previous proposals.

### PAYMENT TERMS

All applicable invoices for work completed are due upon receipt.

## GUARANTEES

All work will be done in a workmanlike manner and premises left as clean as possible.

Sequoia Landscaping shall repair or replace any part of the work performed by Sequoia Landscaping, including the irrigation system, in which a defect in material or workmanship appears within one year from the date of final invoice and which, within such one-year period, is brought to the attention of Sequoia Landscaping. All plant material installed will be guaranteed for a period of one (1) year from the date planted. The 1-year guarantee is contingent upon proper maintenance by Owner and Sequoia Landscaping will provide the recommended maintenance procedures. Sequoia Landscaping will not be responsible for warranting plant material and/or irrigation systems, parts or elements that have been destroyed, damaged or in need of repair or replacement due to the following: Acts of God, rodents such as rabbits, gophers or any animal that has access to landscape area, damage or destruction caused by acts of nature such as extreme weather conditions, freezing temperatures, hail, snow, rain, flooding, frost, wind or any damage or destruction associated with acts beyond our control, including but not limited to damage done to landscape, plant material or irrigation systems, parts, or elements by other trades, employees or those contracted to perform work on the property or if any governmental agency imposes water restrictions. Furthermore, Sequoia Landscaping cannot warranty the effectiveness of pest control applications, as the effectiveness of all pest control applications is influenced by a number of variables that are outside the control of the contractor, i.e. weather, temperature, changes in site conditions. However, where feasible, Sequoia may make a return visit for the assessment and/or take pest control measures at no cost or at a discounted cost to the client at Sequoia's discretion.

## INDEMNIFICATION

The Company will indemnify and hold harmless Sequoia Landscaping Landscape Contractors, Inc. (Sequoia Landscaping) from liability, damage, injury, expense, loss or claim, including but not limited to attorney's fees and expenses, suffered or incurred by Sequoia Landscaping arising in relation to any act or omission by the Company, or any agent, invitee or subcontractor of the Company (other than Sequoia Landscaping or Sequoia Landscaping's agents, employees, or subcontractors), including but not limited to claims arising out of or resulting from Sequoia Landscaping's performance of the work required by this agreement. Sequoia Landscaping will indemnify and hold harmless the Company from liability, damage, injury, expense, loss or claim, including but not limited to attorney's fees and expenses, suffered or incurred by the Company arising in relation to any act or omission by Sequoia Landscaping, or any of Sequoia Landscaping's agents, employees, or subcontractors. The foregoing agreement to indemnify shall not require either party to this Contract to indemnify, hold harmless, or insure the other party, including the other party's employees or agents, against liability, claims, damages, losses or expenses, including attorney's fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee, its officers, employees or agents, as provided for by NMSA 1978, §56-7-1. Notice: Neither the Contractor's License Bond or the license issued under 60-13-19 of the Construction Industries Licensing Act protects the consumer if the contractor defaults on this contract.

### SIGNATURE

Submitted by:

  
**STUART GRIFFITH**  
**GENERAL MANAGER**  
**Sequoia Landscaping, Inc.**

Date: 5/7/14

Approved By:

  
**Padilla Industries, Inc.**

Date: 5/12/14

**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No.2 TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH PADILLA INDUSTRIES INC.**

This AMENDMENT No.2 (the "Amendment") is made to the PROFESSIONAL SERVICES AGREEMENT, dated 11/7/13 (the "Agreement"), between the Buckman Direct Diversion Board (the "BDDDB") and Padilla Industries Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the BDDDB.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the BDDDB:

B. Pursuant to Article 16 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and the Contractor agree as follows:

1. THE WORK:

Article 1 of the Agreement is amended so that the Agreement includes the language as outlined in the Exhibit "C" attached hereto:

2. CONTRACT SUM.

Article 3, of the Agreement is amended to increase the contract sum by a total of ten thousand three hundred nineteen dollars and 53/100's (\$10,319.53), plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDB shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred ninety seven thousand five hundred seven dollars and 39/100's (\$297507.39), plus applicable gross receipts tax.

3. AGREEMENT IN FULL FORCE.

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

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

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



**BUCKMAN DIRECT DIVERSION BOARD**

By: \_\_\_\_\_

Chairperson

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

**ATTEST:**

\_\_\_\_\_

Valerie Espinoza, County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_

Nancy R. Long, BDDDB Counsel

**APPROVED:**

\_\_\_\_\_

Marcos A. Tapia, City Finance Director

\_\_\_\_\_

Business Unit/Line Item

**ATTEST:**

\_\_\_\_\_

Yolanda Y. Vigil, City Clerk

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

**CONTRACTOR:**

By: \_\_\_\_\_

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

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

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

NM Taxation & Revenue

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

City of Santa Fe Business

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



## 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 Padilla Industries

3 Complete information requested ☒ Plus GRT  
☐ Inclusive of GRT

Original Contract Amount: \$206,375.00

Termination Date: December 31, 2014

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: \_\_\_\_\_

Contract is for: Habitat Restoration

Amendment # 2 to the Original Contract# 13-1117

Increase/(Decrease) Amount \$ 10319.53

Extend Termination Date to: na

☒ Approved by BDDB Date: Pending

☐ or by Facilities Manager Date: \_\_\_\_\_

Amendment is for: Herbicide Application

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

☐ Inclusive of GRT

Amount \$ 206,375.00 of original Contract# 131117 Termination Date: 12/31/2014

Reason: habitat

Amount \$ 80,807.86 amendment # 1 Termination Date: na

Reason: increase comp and scope

Amount \$ 10,319.53 amendment # 2 Termination Date: na

Reason: herbicide application

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 297,507



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

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

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ ☒ 14/12/B \_\_\_\_\_ Date: September 26, 2013

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** \_\_\_\_\_  
example: (First year of 4 year contract)

**7 Funding Source:** \_\_\_\_\_ **BU/Line Item:** BDD Carve Out

**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:** Maya Martinez

Phone # 955-4271

**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:**

m