




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 21, 2015
To: Buckman Direct Diversion Board
From: Michael Dozier, Interim Operations Superintendent 
Subject: Update on BDD Operations for the month of May 2015

ITEM:

1. This memorandum is to update the Buckman Direct Diversion (BDD) Board on BDD operations during the month of May 2015. The BDD diversions and deliveries have averaged, in Million Gallons Daily (MGD) as follows:
 - a. Raw water diversions: 5.08 MGD Average
 - b. Finished Drinking water deliveries through Booster 4A: 2.14 MGD Average
 - c. Finished Drinking water deliveries through Booster 5A: 1.14 MGD Average
 - d. Raw water delivery to Las Campanas at BS2A: 32.78 MG Total.
2. The BDD is providing approximately 40 percent of the water supply to the City and County for the month. Recent weather has kept demand low for this month. City of Santa Fe Canyon Water Treatment Plant is providing the other 60 percent using higher canyon inflows created by the recent weather.
3. Please see the following pages from the Monthly report to the Office of the State Engineer (OSE) for accurate information up to May 21, 2015.
4. Please note all prior years are also included for reference.



Background and Summary

Buckman Direct Diversion Monthly SJC and Native Diversions

May-15

In Acre-Feet

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03638 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	312.34	66.12	0.00	246.21	246.21	0.00	2.27
FEB	328.18	49.88	6.85	271.45	271.45	0.00	2.52
MAR	357.70	169.87	8.15	179.69	179.69	0.00	1.63
APR	40.13	40.13	0.00	0.00	0.00	0.00	0.00
MAY	316.44	158.30	0.00	158.14	158.14	0.00	1.57
JUN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JUL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AUG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SEP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NOV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	1,354.78	484.31	15.00	855.49	855.49	0.00	7.98

In Acre-Feet

Month	Native COUNTY	Native Las Campanas	SJC CITY	SJC Las Campanas	All Partners Diversions BDD
JAN	66.12	0.00	243.94	0.00	310.06
FEB	49.88	6.85	268.93	0.00	325.66
MAR	169.87	8.15	178.06	0.00	356.07
APR	40.13	0.00	0.00	0.00	40.13
MAY	158.30	0.00	156.57	0.00	314.87
JUN	0.00	0.00	0.00	0.00	0.00
JUL	0.00	0.00	0.00	0.00	0.00
AUG	0.00	0.00	0.00	0.00	0.00
SEP	0.00	0.00	0.00	0.00	0.00
OCT	0.00	0.00	0.00	0.00	0.00
NOV	0.00	0.00	0.00	0.00	0.00
DEC	0.00	0.00	0.00	0.00	0.00
TOTAL	484.31	15.00	847.50	0.00	1,346.80

Background and Summary

Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-14

Month	Total SJC Release (AF)	SJC Conveyance Losses (AF)	Total SJC Available at BDD (AF)	SJC Diversion, SP-2847-E (AF)	SJC Diversion, SP-2847-N-A (AF)	Total Native Rio Grande Diversion SP-4842 (AF)	Release of SJC in Elephant Butte (AF)	Total BDD Surface Diversion (all permits)	SJC from SP-2847-E used to offset Buckman Wells RG-20516 (AF)	SJC from SP-2847-N used to offset Buckman Wells RG-20516 (AF)
JAN	383.35	3.74	390.34	390.34	0.00	12.68	0	403.01	0	0
FEB	349.51	3.28	341.55	341.55	0.00	11.38	0	352.93	0	0
MAR	373.88	3.66	381.69	357.07	34.09	148.83	0	530.52	0	0
APR	178.75	1.70	176.78	92.46	84.47	227.22	0	404.00	0	0
MAY	491.46	4.61	480.35	389.13	91.22	374.86	0	855.21	0	0
JUN	427.50	3.96	412.65	295.07	117.58	292.84	0	705.49	0	0
JUL	425.22	4.14	431.96	399.51	32.46	72.32	0	504.28	0	0
AUG	496.68	4.60	479.66	479.66	0.00	96.07	0	575.74	0	0
SEP	552.71	5.40	562.83	562.83	0.00	84.85	0	647.68	0	0
OCT	381.93	3.63	378.30	378.30	0.00	142.46	0	520.76	0	0
NOV	441.14	4.09	426.17	426.17	0.00	11.59	0	437.76	0	0
DEC	423.99	4.13	430.74	430.74	0.00	19.56	0	450.30	0	0
TOTAL	4,926.12	46.93	4,893.03	4,542.84	359.82	1,494.66	0.00	6,387.69	0.00	0.00

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

Month	Total Release (AF)	ABIQUIU		
		City of Santa Fe (AF)	Santa Fe County (AF)	Club at Las Campanas (AF)
JAN	383.35	383.35	0.00	0.00
FEB	349.51	349.51	0.00	0.00
MAR	373.88	346.37	0.00	27.37
APR	178.75	93.42	0.00	85.41
MAY	491.46	399.41	0.00	92.41
JUN	427.50	307.54	0.00	120.28
JUL	425.22	397.13	0.00	28.09
AUG	496.68	496.68	0.00	0.00
SEP	552.71	552.71	0.00	0.00
OCT	381.93	381.93	0.00	0.00
NOV	441.14	441.14	0.00	0.00
DEC	423.99	423.99	0.00	0.00
TOTAL	4,926.12	4,573.19	0.00	353.55

Background and Summary

Buckman Direct Diversion Monthly SJC and Native Diversions

December 2013

Month	Total SJC Release (AF)	SJC Conveyance Losses (AF)	Total SJC Available at BDD (AF)	SJC Diversion, SP-2847-E (AF)	SJC Diversion, SP-2847-N-A (AF)	Total Native Rio Grande Diversion SP-4842 (AF)	Release of SJC in Elephant Butte (AF)	Total BDD Surface Diversion (all permits)	SJC from SP-2847-E used to offset Buckman Wells RG-20516 (AF)	SJC from SP-2847-N used to offset Buckman Wells RG-20516 (AF)
JAN	439.04	4.24	441.79	441.79	0	44.09	0	485.88	0	0
FEB	261.03	2.47	257.94	257.94	0	10.49	0	268.42	0	0
MAR	353.69	3.30	343.57	343.57	0	75.66	0	419.23	0	0
APR	680.73	6.34	661.33	661.33	0	89.47	0	750.80	0	0
MAY	1045.27	9.88	1030.46	1030.46	0	22.86	0	1053.32	0	0
JUN	817.91	7.85	818.00	734.56	83.44	260.03	0	1078.03	0	0
JUL	606.85	5.90	614.73	397.47	78.83	0.00	0	476.30	83.70	54.73
AUG	108.68	0.91	95.34	41.68	36.91	0.00	0	78.59	5.58	11.18
SEP	136.77	1.43	149.29	63.86	53.76	0.00	0	117.61	25.36	6.32
OCT	255.24	2.46	256.53	213.87	42.66	72.92	0	329.45	0	0
NOV	196.45	1.88	195.50	187.02	8.48	117.33	0	312.83	0	0
DEC	293.76	2.63	274.19	274.19	0.00	12.25	0	286.44	0	0
TOTAL	5195.42	49.29	5138.67	4647.73	304.07	705.09	0.00	5656.89	114.64	72.23

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

Month	Total Release (AF)	ABIQUIU		
		City of Santa Fe (AF)	Santa Fe County (AF)	Club at Las Campanas (AF)
JAN	439.04	439.04	0	0
FEB	261.03	261.03	0	0
MAR	353.69	353.69	0	0
APR	680.73	680.73	0	0
MAY	1045.27	1045.27	0	0
JUN	817.91	729.30	0	88.60
JUL	606.85	473.27	0	133.58
AUG	108.68	65.21	0	43.47
SEP	136.77	83.87	0	52.90
OCT	255.24	211.15	0	44.09
NOV	196.45	186.31	0	10.15
DEC	293.76	293.76	0	0.00
TOTAL	5195.42	4822.62	0.00	372.79

Background and Summary

Buckman Direct Diversion Monthly SJC and Native Diversions

December 2012

Month	Total SJC Release SP-2847-E (AF)	Conveyance Losses (AF)	Total SJC Available at BDD Diversion (AF)	Total SJC Diversion SP-2847-E (AF)	Total Native Rio Grande Diversion SP-4842 (AF)	Release of SJC in Elephant Butte (AF)	Total BDD Surface Diversion SP-2847-E plus SP-4842 (AF)	SJC used to offset Buckman Wells RG-20516 (AF)
JAN	448.09	4.06	447.00	411.56	5.02	0	416.59	35.44
FEB	210.29	1.97	216.94	208.13	32.21	0	240.34	8.81
MAR	335.75	2.94	323.61	312.85	59.21	0	372.06	10.76
APR	528.63	4.72	519.90	519.90	108.61	0	628.51	0.00
MAY	660.18	6.24	651.05	651.05	145.51	0	796.55	0.00
JUN	722.36	6.79	692.21	692.21	120.92	0	813.12	0.00
JUL	152.03	2.23	191.75	157.16	0.00	0	157.16	34.60
AUG	86.08	0.58	60.90	60.90	239.96	0	300.87	0.00
SEP	637.17	6.05	630.92	630.92	110.07	0	740.99	0.00
OCT	747.21	7.14	744.87	744.87	50.82	0	795.69	0.00
NOV	479.19	4.63	482.65	482.65	120.91	0	603.56	0.00
DEC	442.67	4.17	434.71	434.71	119.44	0	554.15	0.00
TOTALS	5449.67	51.53	5396.51	5306.90	1112.67	0.00	6419.57	89.61

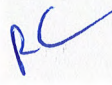
Source of SJC Releases in reporting month. Includes conveyance losses.

Month	Total Release (AF)	HERON		EL VADO		ABIQUIU	
		CITY	COUNTY	CITY	COUNTY	CITY	COUNTY
JAN	448.09	0.00	0.00	0.00	0.00	448.09	0.00
FEB	210.29	0.00	0.00	0.00	0.00	210.29	0.00
MAR	335.75	0.00	0.00	0.00	0.00	335.75	0.00
APR	528.63	0.00	0.00	0.00	0.00	528.63	0.00
MAY	660.18	0.00	0.00	0.00	0.00	660.18	0.00
JUN	722.36	0.00	27.21	0.00	0.00	695.15	0.00
JUL	152.03	0.00	21.42	0.00	0.00	130.61	0.00
AUG	86.08	0.00	0.00	0.00	0.00	86.08	0.00
SEP	637.17	0.00	0.00	0.00	0.00	637.17	0.00
OCT	747.21	0.00	0.00	0.00	0.00	747.21	0.00
NOV	479.19	0.00	0.00	0.00	0.00	479.19	0.00
DEC	442.67	0.00	0.00	0.00	0.00	442.67	0.00
TOTALS	5449.67	0.00	48.63	0.00	0.00	5401.04	0.00

Note: Grey fields indicate revisions to previous monthly report

MEMORANDUM

TO: City of Santa Fe Public Utilities Committee
City of Santa Fe Water Conservation Committee
Buckman Direct Diversion Board

FROM: Rick Carpenter, Water Resources and Conservation Manager 

VIA: Nick Schiavo, Public Utilities Department and Water Division Director

DATE: May 26, 2015

SUBJECT: 45th Monthly Update on Drought and Water Resource Management

ESA/Silvery Minnow Update

There are no new updates on endangered species related to our water supply (e.g., silvery minnow, SW willow fly catcher, yellow billed cuckoo, etc.). River and wetland conditions are still expected to be challenging unless significant monsoonal activity occurs. All resource agencies will attempt compliance with the prevailing Biological Opinion.

CURRENT UPDATE – GENERAL WATER RESOURCE MANGEMENT

As the Committee/Board is aware, our region is still suffering through a prolonged drought. Our region has gone through four consecutive years of record drought and heat, and it appears that we are in our fifth year of drought – albeit drought conditions have eased slightly. Absent significant monsoonal activity, the drought is likely present significant challenges to all water purveyors, utilities, and irrigators going forward into the rest of this water-year.

The most recent May 15th NOAA ENSO update states that:

ENSO- (El Nino) conditions continue to improve with increasing equatorial sea surface temperature (SST) anomalies continuing across the Pacific Ocean. There is an approximate 90% chance of El Nino conditions will continue through summer 2015.

El Niño continued for a third straight month, with no signs of weakening or dissipating. Forecasts keyed in on persistent sea surface temperature (SST) anomalies along with weakening trade winds, ongoing convective activity, and El Niño-related ocean-atmosphere coupling. If these conditions continue, we are likely to see the effects of a moderate El Niño event—or stronger if

conditions continue to strengthen. Spring forecasts have a higher degree of uncertainty, owing to the so-called spring predictability barrier, a likely source of vacillations in recent forecasts.

Current forecasts offer a consistent and bullish forecast compared to last month, when they were integrating mixed signals regarding the strength of El Niño. On May 15, the NOAA-Climate Prediction Center (CPC) extended its El Niño advisory with a 90 percent chance that El Niño will continue through summer 2015, and an 80 percent chance the event will last through 2015.

It is worth noting that City of Santa Fe has invested in a robust and diverse portfolio of four distinct water supply sources that allows for flexibility in meeting demand: Buckman well field, City well field, Canyon Road Water Treatment Plant on the Upper Santa Fe River, and the Buckman Direct Diversion on the Rio Grande. Supply from these groundwater and surface water sources are expected to be adequate in meeting local demands. The City also has a considerable amount of SJCP water stored (“banked from previous years”) in reservoirs upstream from the BDD diversion, and that water could be called for if needed over the coming 2 or 3 years.

LOCAL CONDITIONS

Source of Supply Utilization Summary

April 2015

City Wells	17.97mg/m	55.14af/m
Buckman Wells	76.63mg/m	235.17af/m
CRWTP	136.76mg/m	419.71af/m
BRWTP	193.72mg/m	594.53mg/m
Other Wells(Osage, MRC, etc)	0.00mg/m	0.00af/m

Upper Santa Fe River/CRWTP

	Total Combined Reservoir Level	Santa Fe Snow Gage	Reservoir Inflow
May 25, 2015	14.90%	34.00 inches	22.09MGD
5-Year Average for This Date (2010 – 2014)	54.64 %	8.0 inches	8.98 MGD

As of May 25th, 2015 total combined storage in Nichols and McClure reservoirs is 14.9% of total (or about 575 acre-feet of storage out of 4,000 acre-feet of capacity). Some flows have been by-passed or released due to construction on the new intake facilities and the start of irrigation season. Inflows are expected to continue for the near future and so the reservoirs have been managed to allow for water treatment plant production, active construction, irrigation, and draining/drying.

Buckman Regional Water Treatment Plant (BDD)

Flows in the Rio Grande are relatively high for this time of year (earlier than normal runoff), and turbidity has been generally good. The BDD has been able to divert and treat some limited amount of water but was off-line for about 3 weeks for repairs/maintenance to the diversion structure.

REGIONAL CONDITIONS

Rio Grande Basin

Surface flows in the Rio Grande and its tributaries through mid-May have been relatively good. However, storage levels in regional reservoirs are still very low (see attached figure). There was very little carry-over storage from 2014 into 2015. There are no new updates regarding Wild Earth Guardians legal actions or endangered species issues.

San Juan Basin

It should be stressed that, conditions could significantly worsen for San Juan Chama Project deliveries this coming year, if the drought persists, due to a lack of carry-over storage in Heron from last year to this year. Heron Reservoir is currently at a very low level. Recent estimates by the BoR suggest that the deliveries from the San Juan-Chama Project should be about 30%- 40% of normal firm yield, but there has been a series of recent rain/snow events in the basin, so these figures will likely be revised upward when the new data is release next month.

Rio Grande Water Fund/Watershed Management Update

The Rio Grande Water Fund Charter will be going before Santa Fe City Council for approval in early June, 2015.

Reservoir Volumes

DATA THROUGH APR 30, 2015

Data Source: National Water and Climate Center, Natural Resources Conservation Service

Portions of the information provided in this figure can be accessed at the Natural Resources Conservation Service

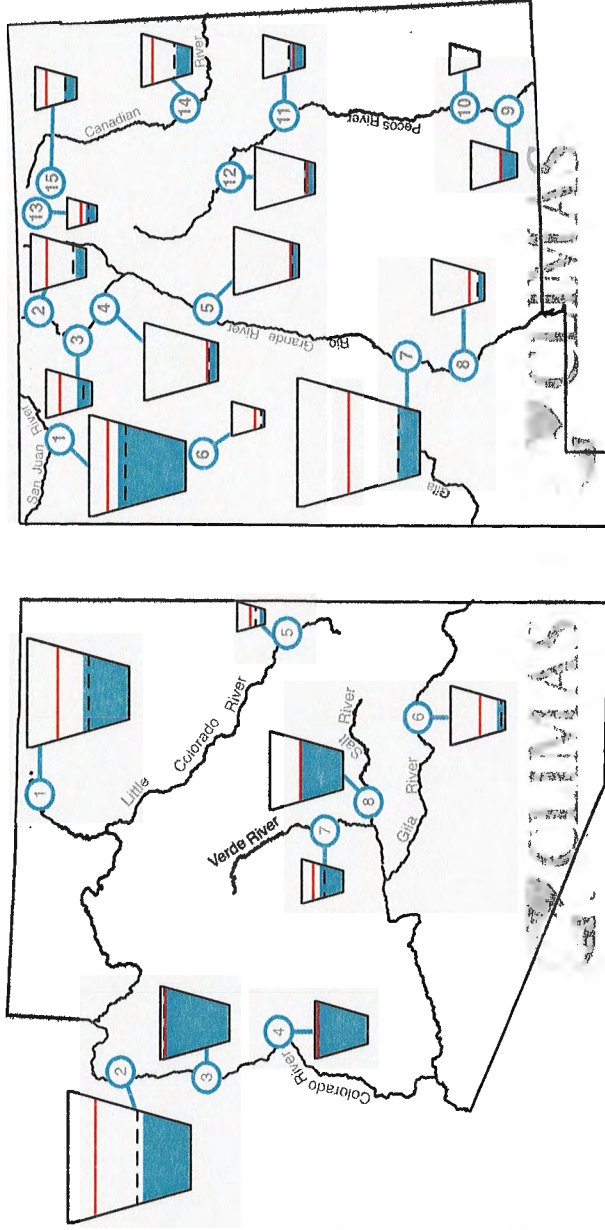
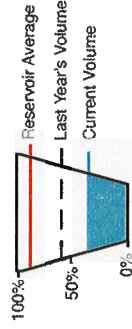
New Mexico: <http://www.nrcs.gov/aznms>
 Arizona: <http://www.nrcs.gov/azaznms>
 California: <http://www.nrcs.gov/azcalnms>

Notes

The map gives a representation of current storage for reservoirs in Arizona and New Mexico. Reservoir locations are numbered within the blue circles on the map, corresponding to the reservoirs listed in the table. The cup next to each reservoir shows the current storage (blue fill) as a percent of total capacity. Note that while the size of each cup varies with the size of the reservoir, these are representational and not to scale. Each cup also represents last year's storage (dotted line) and the 1981–2010 reservoir average (red line).

The table details more exactly the current capacity (listed as a percent of maximum storage). Current and maximum storage are given in thousands of acre-feet for each reservoir. One acre-foot is the volume of water sufficient to cover an acre of land to a depth of 1 foot (approximately 325,851 gallons). On average, 1 acre-foot of water is enough to meet the demands of 4 people for a year. The last column of the table lists an increase or decrease in storage since last month. A line indicates no change.

These data are based on reservoir reports updated monthly by the National Water and Climate Center of the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS).



Reservoir	Capacity	Current Storage*	Max Storage*	One-Month Change in Storage*
1. Lake Powell	45%	10,845.9	24,322.0	-71.1
2. Lake Mead	38%	9,917.0	26,159.0	-502.0
3. Lake Mohave	95%	1,722.6	1,810.0	29.9
4. Lake Havasu	94%	584.2	619.0	6.3
5. Lyman	17%	5.0	30.0	0.2
6. San Carlos	14%	119.3	875.0	-19.1
7. Verde River System	55%	158.5	287.4	-30.0
8. Salt River System	57%	1,155.0	2,025.8	8.5
*KAF: thousands of acre-feet				
1. Navajo	69%	1,170.5	1,696.0	20.1
2. Heron	18%	70.5	400.0	2.9
3. El Vado	32%	61.6	190.3	24.3
4. Abiquiu	11%	129.1	1,192.8	-4.4
5. Cochiti	10%	48.5	491.0	-0.2
6. Bluewater	6%	2.3	38.5	-0.1
7. Elephant Butte	18%	398.3	2,195.0	25.2
8. Caballo	11%	35.3	332.0	-0.8
9. Lake Avalon	35%	1.4	4.0	0.1
10. Brantley	7%	73.5	1,008.2	-11.4
11. Sumner	35%	36.0	102.0	-9.6
12. Santa Rosa	17%	74.4	438.3	3.2
13. Costilla	36%	5.7	16.0	0.9
14. Conchas	30%	75.6	254.2	-8.8
15. Eagle Nest	28%	22.4	79.0	1.9
in KAF = thousands of acre-feet				

March Southwest Climate Outlook

Online Resources

Figure 1&2

NOAA/NWS - Advanced Hydrologic Prediction Service
<http://www.hydrologicprediction.gov/>

Figure 3

High Plains Regional Climate Center
<http://www.hydrologicprediction.gov/>

Figure 4

National Climatic Data Center
<http://www.ncdc.noaa.gov/>

Figure 5&6

Natural Resources Conservation Service
<http://www.nrcs.usda.gov/wps/portal/nrcs/main/sw/>

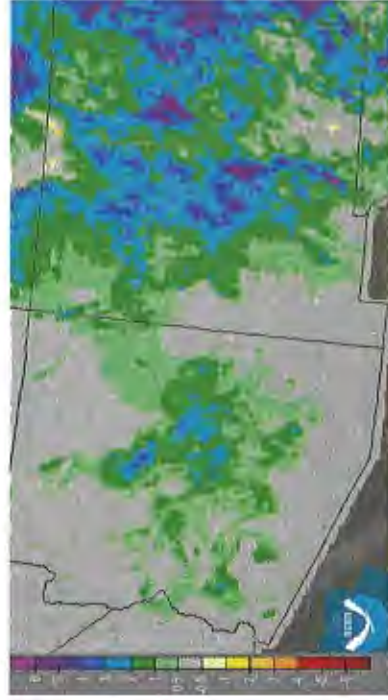


Figure 1: Departure from Normal Precipitation - Past 30 Days

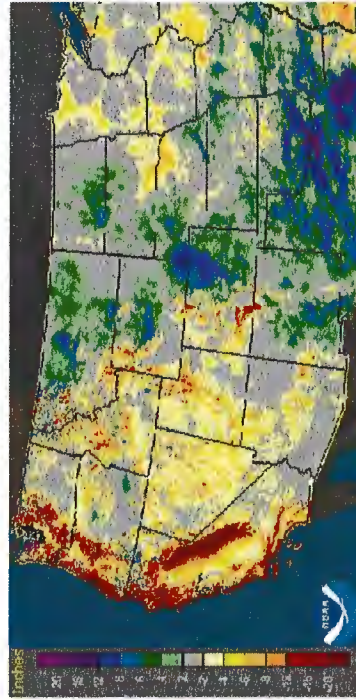


Figure 2: Departure from Normal Precipitation - Since Oct 1

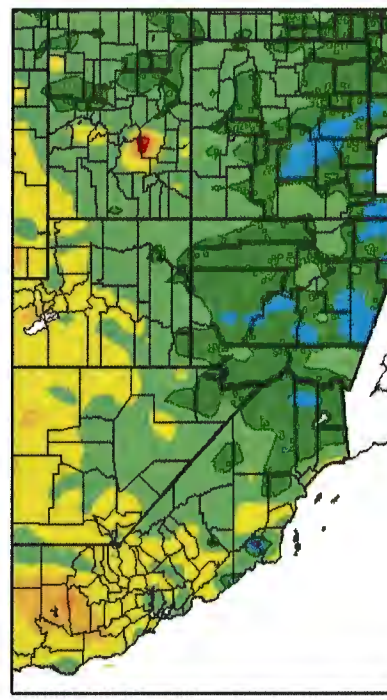


Figure 3: Departure from Normal Temp (F) - Apr 21 - May 20, 2015



Figure 4: Statewide Average Temperature Ranks - Oct 2014 - Mar 2015

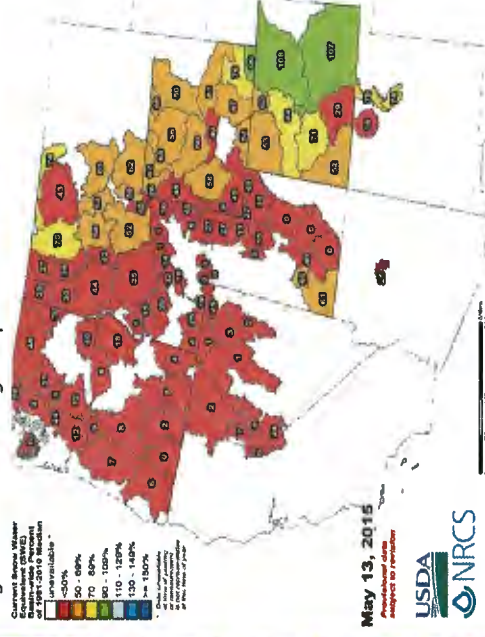


Figure 5: Percent of Snow Water Equivalent (SWE) by Basin

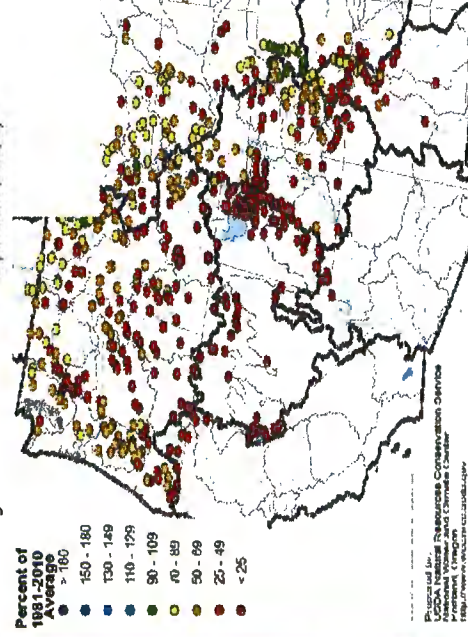


Figure 6: Spring/Summer Streamflow Forecasts



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

Memorandum

Date: June 4, 2015
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager
Subject: 3rd Quarter Financial Statements

Purpose:

This memo is intended to update the BDD Board and its partners on our 3rd Quarter financial position as of March 31, 2015.

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

- Beginning Budget – FY14/15 Adopted Budget.
- Expended – Expenses for services and/or goods received as of 3/31/2015.
- Encumbrances – Executed purchase orders for goods and services.
- Projected – Projected salary and benefits as currently staffed, pending requisitions and or contracts to be executed within the fiscal year.
- Available Balance – Represents vacancy savings and uncommitted budget balance as of 3/31/2015.

90 Day Cash Reserve Credit – Represents the partners cash reserve credit, which is used to fund current and future obligations as per the BDD Working Capital and Billing Policy.

Cash Balance – Cash receipts held by the fiscal agent, to pay current and future obligations.

Fixed & Variable Costs - Expenses billed and/or pending billing to partners for services and/or goods received as of March 31, 2015.

Outstanding Accounts Receivables - Represents the dollar amount owed by each partner as of March 31, 2015 for the monthly reimbursement bills.

Other Funds - Major Repair and Replacement & Emergency Reserve Fund monthly contributions.

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

If you feel any additional information should be included in our report, please contact me.





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3rd Quarter Financial Statement – Operations (Unaudited 07/01/2014-3/31/2015)

Budget Overview

CATEGORY	BEGINNING BUDGET	EXPENDED 1st Quarter	EXPENDED 2nd Quarter	EXPENDED 3rd Quarter	ENCUMB Thru 03/31/2015	PROJECTED EXPEND	TOTAL	BALANCE AVAILABLE
Salaries & Benefits	3,204,594	584,500	760,060	677,689	-	845,979	2,868,228	336,366
Electricity	1,378,000	316,346	283,756	215,400	562,498	-	1,378,000	-
Chemicals	265,000	78,648	46,027	46,116		94,209	265,000	-
Solids	80,800	13,045	14,609	11,654	41,492	-	80,800	-
Materials & Supplies	623,329	28,113	115,809	160,460	254,699	11,098	570,179	53,150
Other Operating Costs	908,277	195,517	128,376	176,356	285,113	103,792	889,153	19,124
Fiscal Agent Fees	64,600	16,150	16,150	16,150	-	16,150	64,600	-
TOTAL	6,524,600	1,232,319	1,364,787	1,303,824	1,143,802	1,071,228	6,115,960	408,640
FY14/15 Carryforward	205,130	-	72,181	73,117	59,832	-	205,130	-

90-Day Cash Reserve Credit

	Balance
City of Santa Fe	1,156,534
Santa Fe County	372,845
Las Campanas	56,771
	1,586,150

Cash Balance

	Balance
Cash at 3/31/2015	262,108

Fixed Cost (billed) - Operations

	1st Quarter	2nd Quarter	3rd Quarter	January	February	March
City of Santa Fe	604,944	747,902	781,693	311,382	207,702	262,609
Santa Fe County	201,041	249,788	239,202	103,346	68,521	67,336
Las Campanas	16,702	19,312	17,983	7,208	4,041	6,734
	822,687	1,017,002	1,038,878	421,936	280,264	336,678

Variable Cost (Pending billing) - Operations

	1st Quarter	2nd Quarter	3rd Quarter	January	February	March
Variable Expenses	422,500	358,468	227,198	65,920	79,047	82,231
	422,500	358,468	227,198	65,920	79,047	82,231

*Outstanding Accounts Receivable

	Balance
City of Santa Fe	-
Santa Fe County	-
Las Campanas	-
	-



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

3rd Quarter Financial Statement – Other Funds (Cumulative) (Unaudited 07/01/2013-3/31/2014)

Pre-Bills – Major Repair & Emergency Reserve Funds

	Total	City of SF	SF County	Las Campanas
Major Repair Fund	308,853	218,880	79,621	10,352
	308,853	218,880	79,621	10,352

Financial Position

	Emergency Reserve*	Major Repair
Balance at 06/30/2014	2,000,000	823,624
thru 3rd Quarter Billing	-	308,853
Total	2,000,000	1,132,477
Target Balance	2,000,000	1,235,428
Remaining Balance	-	102,951

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



*Outstanding Accounts Receivable

	Balance
City of Santa Fe	-
Santa Fe County	-
Las Campanas	-
	-



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 4, 2015
TO: Buckman Direct Diversion Board
FROM: Charles M. Vokes, BDD Facilities Manager 
Mackie Romero, BDD Financial Manager 
SUBJECT: FY14/15 Budget Adjustment Request

ITEM AND ISSUE:

Request approval of a FY14/15 Budget Adjustment request to move funds from Salaries and Benefits to Employee Training.

BACKGROUND AND SUMMARY:

The Buckman Direct Diversion's existing training program is based on the original staffing plan that provided in-house training by the engineering firms and contractors and Santa Fe Community College courses consisting of basic and advanced operation and maintenance classes. The program was designed as a full time program and has not been adapted for the added staff responsibilities of operating and maintaining the plant. Therefore BDD would like to hire EMA, Inc to evaluate and review the current program and provide updates to fit the current needs of the BDD and its staff.

We received a proposed scope of services at a cost of \$29,000. This initiative was not part of our current budget projections; therefore we request to move funds from Salaries and Benefits to Employee Training so that we may execute an agreement for services. The following request will not cause an increase to our current operating budget and is in compliance with our BDD Working and Capital Billing Policy.



ACTION REQUESTED:

Staff recommends approval of a Budget Adjustments Request to move a total of \$29,000 of vacancy savings from Salaries and Benefits to Employee Training for FY14/15.

<u>Category</u>	<u>Business Unit/Line Item/Description</u>	<u>Amount</u>
Personnel	7280000.500110 Salaries	(\$29,000)
Other Operating	7280000.561200 Employee Training	\$29,000
FY 2014/2015 Total Budget Net Effect		\$0

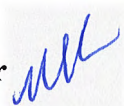
Approved by BDDDB June 4, 2015

Liz Stefanics, BDDDB Chair



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

Memorandum

Date: June 4, 2015
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager 
Subject: Sub Surface Contracting, Amendment 1

ITEM:

Request approval of Amendment #1 with Sub Surface Contracting in the amount of \$40,000.00 exclusive of NMGRT.

BACKGROUND:

In June of 2014, the BDD entered into a professional services agreement with Sub Surface Contracting, Inc to provide on-call repair and replacement services for the BDD. This agreement is currently scheduled to expire June 30, 2015. This amendment will extend services thru June 30, 2016 and increase compensation by \$40,000 exclusive of NMGRT. The procurement method used is the City of Santa Fe Bid #13/37/B.

DISCUSSION:

The Buckman Direct Diversion requires services from a licensed firm to provide on-call repair, replacement, installation, fabrication, modification, rehabilitation, abandonment and demolition services for Transmission and Distribution piping and apparatuses, roadwork and grounds repair. This service would be utilized to supplement the current BDD Maintenance resources in the repair and maintenance of the Buckman Direct Diversion's facilities and equipment.

RECOMMENDED ACTION:

Staff recommends approval of Amendment #1 with Sub Surface Contracting, Inc in the amount of \$40,000 exclusive of NMGRT for services thru June 30, 2016. Funding is available in the fiscal year 2015/2016 approved operating budget.

Business Unit/Line Item

7280000.520150.930020

(Repair & Maintenance of System Equipment)



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH SUB SURFACE CONTRACTING, INC.**

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated May 27, 2014, (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Sub Surface Contracting, Inc. (the "Contractor"). The date of this Amendment shall be effective as of the date it is executed by the BDDDB Chair.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide on-call repair and replacement services to the BDDDB.

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

1. COMPENSATION.

Article 3 of the Agreement is amended to increase the amount of compensation by a total of forty thousand dollars (\$40,000.00) plus applicable New Mexico Gross Receipts Tax.

2. TERM.

The term of the Agreement is amended to extend the Agreement termination date from July1, 2015 to June 30, 2016.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the
Professional Services Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

BUCKMAN DIRECT DIVERSION BOARD

By: _____

Liz Stefanics

Chair

Date: _____

CONTRACTOR:

Sub Surface Contracting, Inc.

By: _____

Title: _____

Date: _____

ATTEST:

Geraldine Salazar, County Clerk

NM Taxation & Revenue

CRS # 03-185297-00-1

City of Santa Fe Business

Registration #

APPROVED AS TO FORM:


Nancy R. Long, BDDDB Counsel

APPROVED:

Oscar Rodriguez, 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 Sub Surface

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$40,000.00

Termination Date: June 30, 2015

☐ Approved by BDDDB Date: _____

☒ or by Project Manager Date: May 27, 2014

Contract is for: On call work new FY 1415

Amendment # 1 to the Original Contract# 140395

Increase/(Decrease) Amount \$ 40,000.00

Extend Termination Date to: June 30, 2016

☒ Approved by BDDDB Date: Pending

☐ or by Facilities Manager Date: _____

Amendment is for: Increase comp and term for 1516

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

☐ Inclusive of GRT

Amount \$ 40,000.00 of original Contract# 14-0395 Termination Date: 6/30/2015

Reason: on call

Amount \$ 40,000.00 amendment # 1 Termination Date: 6/30/2016

Reason: comp term for 1516

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 80,000



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

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

RFP# _____ Date: _____

RFQ ☒ Piggy back off of CoSF 13/3/B _____ Date: June 17, 2013

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: 2 of 4 contract
example: (First year of 4 year contract)

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

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 Board Summary of Contracts, Agreements, & Amendments

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

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

2 Name of Contractor Sub Surface

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$40,000.00

Termination Date: June 30, 2015

☐ Approved by BDDB Date: _____

☒ or by Project Manager Date: May 27, 2014

Contract is for: On call work new FY 1415

Amendment # 1 to the Original Contract# 140395

Increase/(Decrease) Amount \$ \$ 40,000.00

Extend Termination Date to: June 30, 2016

☒ Approved by BDDB Date: Pending

☐ or by Facilities Manager Date: _____

Amendment is for: Increase comp and term for 1516

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

☐ Inclusive of GRT

Amount \$ 40,000.00 of original Contract# 14-0395 Termination Date: 06/30/2015

Reason: on call

Amount \$ 40,000.00 amendment # 1 Termination Date: 06/30/2016

Reason: comp term for 1516

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 80,000



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

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

RFP# _____ Date: _____

RFQ ☒ Piggy back off of CoSF 13/3/B _____ Date: June 17, 2013

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: 2 of 4 contract
example: (First year of 4 year contract)

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

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 BOARD
PROFESSIONAL SERVICES AGREEMENT
WITH
SUB SURFACE CONTRACTING, INC.,**

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

1. SCOPE OF SERVICES

The Contractor shall provide the following on-call repair and replacement services for the BDDDB; all work involved in the installation, replacement, or repair of Buckman Direct Diversion's Water Treatment Plant Process Equipment and Control Systems as described in Exhibit "A" attached hereto and directed by the BDD Maintenance Superintendent. The Contractor shall furnish all necessary supervision, labor, materials, and facilities, required to accomplish the scope of services set forth by this Agreement.

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 Forty thousand dollars (\$40,000), plus applicable gross receipts taxes.

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 and Santa Fe County, 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)	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

2) **Automobile Liability.** For all of 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 \$1 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 \$1,000,000 per claim and \$1,000,000 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 Contractor's 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	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Each Employee
Bodily Injury by Disease	\$1,000,000	Policy Limit

The Contractor shall provide an endorsement that the insurer waives the right of subrogation against the Board, City of Santa Fe and Santa Fe County 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.

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

G. 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 and 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 and 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 Contractors 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:

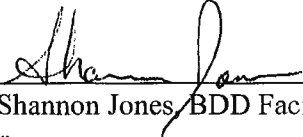
BUCKMAN DIRECT DIVERSION BOARD:

Buckman Direct Diversion Project
341 Caja del Rio,
Santa Fe, NM 87506
Attn: Shannon Jones
Interim BDD Facilities Manager

CONTRACTOR:

Sub Surface Contracting, Inc.
Attn: James Koledin
27 Paseo De River Street, Ste.A
Santa Fe, NM 87505

**BUCKMAN DIRECT DIVERSION
BOARD**

By: 
Shannon Jones, BDD Facilities
Manager

Date: 5/27/14

CONTRACTOR:

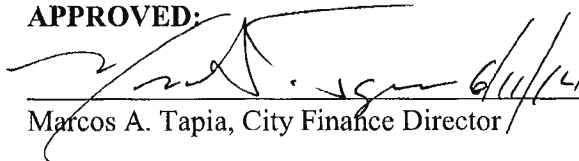
Subsurface Contracting, Inc.

Name: James Kolodziej
Title: V-P
Date: 3 June 2014

APPROVED AS TO FORM:


Nancy R. Long, BDDDB Counsel

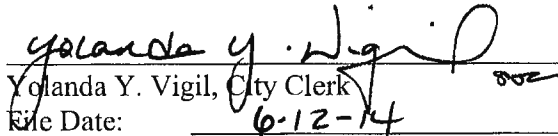
APPROVED:


Marcos A. Tapia, City Finance Director

728000

Business Unit/Line Item

ATTEST:


Yolanda Y. Vigil, City Clerk
File Date: 6-12-14

City of Santa Fe Business

Registration # 14-00046991

NM Taxation & Revenue

CRS #03-185297-00-1

Exhibit A

Scope of Services

Field Service Technicians/Engineers

- A. The Contractor will provide all necessary tools, equipment and materials needed to provide on-call repair, replacement, installation, fabrication, modification, rehabilitation, abandonment, and demolition services for Transmission and Distribution piping and apparatuses, roadwork and grounds repair associated with the Buckman Direct Diversion Project.

Repairs and Replacement

- A. All repairs performed under this Contract will be authorized in writing by a Work Order signed by the BDD Maintenance Superintendent.

Each Work Order will set forth

- (i) the Work to be performed by the Contractor
- (ii) the period of performance,
- (iii) the fixed unit prices per Exhibit B, as applicable
- (iv) the ceiling price
- (v) other data as necessary.

Reporting

- A. The Contractor will provide a written report indicating all test results including but not limited to; pressure tests, soil compaction, flow testing, excreta.



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

Memorandum

Date: June 4, 2015
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager 
Subject: Professional Services Agreement with Hall Environmental Analysis

Item and Issue:

Request for approval of Professional Services Agreement with Hall Environmental Analysis Laboratory for the amount of \$50,000 exclusive of NMGRT.

Background and Summary:

Yearly, the Buckman Direct Diversion (BDD) enters into a Professional Service Contract with Hall Environmental Analysis Laboratory, to provide water quality and process control analysis services. The estimated amount of services needed for the new fiscal year is projected to be \$50,000 plus NMGRT. The terms of the contract are to begin July 1, 2015 through June 30, 2016. The procurement method utilized is an existing New Mexico State Price Agreement.

Discussion:

The Buckman Direct Diversion requires services from a certified laboratory to analyze and report results for both regulatory requirements and process analysis for quality assurance and fact based decision making. The BDD currently averages \$1,600 per month in analysis of drinking water and solid disposal. In FY 2015/2016, per the BDD obligation of the new Memorandum of Understanding with DOE/LANL, the BDD will need to conduct The Removal Efficiency & Assessment of Treatments study, which is estimated to cost \$30,000 per year.



Action Requested:

Staff recommends approval of Professional Services Agreement with Hall Environmental Analysis Laboratory in the amount of \$50,000 plus NMGRT. This amount has been included in our FY15/16 Approved Operating Budget.

<u>Fund Source</u>	<u>Business Unit/Line Item</u>	<u>Amount</u>
FY15/16	7280000.5102510.750010 (Compliance Contracts)	\$50,000 plus NMGRT

**BUCKMAN DIRECT DIVERSION BDDB
PROFESSIONAL SERVICES AGREEMENT
WITH
HALL ENVIRONMENTAL ANALYSIS LABORATORY**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board (“BDDB”) and Hall Environmental Analysis Laboratory (“Contractor”). The date of this Agreement shall be the date when it is executed by the BDDB Chair.

1. SCOPE OF SERVICES

Contractor shall provide water quality and process control analysis services for the Buckman Direct Diversion Facility as follows:

- A. Conduct water analysis and provide results to the BDD Regulatory Compliance Officer.
- B. Meet Environmental Protection Agency and New Mexico Environment Department monthly/quarterly/yearly compliance requirements.
- C. Apply Environmental Protection Agency and New Mexico Environment Department approved analytical methodologies.
- D. Meet Environmental Protection Agency and New Mexico Environment Department approved QA/QC requirements.

2. STANDARD OF PERFORMANCE; LICENSES

A. Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Contractor’s services are rendered.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. Compensation under this Agreement shall be an amount not to exceed fifty thousand dollars (\$50,000.00) plus applicable gross receipts tax. Contractor will provide services pursuant to the Scope of Services under Paragraph 1 herein.

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

C. Invoices for services will be made on a monthly basis. Payment to Contractor will be made within thirty (30) days after the date of billing. Billing will be made in accordance with State of New Mexico, General Services Department Price Agreement #40-667-14-22753. Contractor 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, this Agreement shall terminate upon written notice being given by the BDDDB to Contractor. The BDDDB's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDDB and terminate June 30, 2016.

6. TERMINATION

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

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

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

(2) **Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1,000,000 per accident. An insurance certificate shall be submitted to the BDDb that reflects coverage for any automobile [any auto].

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

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

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

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDDB, City of Santa Fe and Santa Fe County 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 BDDDB is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies as evidence by an endorsement to the policies which shall be attached to the certificates of insurance. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives." In the event Contractor's insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the BDDDB within four working days of Contractor's receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

E. **Insurer Requirements.** All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and

“V” or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the BDDDB. The BDDDB will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of New Mexico.

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

G. **Specific Provisions Required.**

(1) Each policy shall expressly provide, and an endorsement shall be submitted to the BDDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDDB, City of Santa Fe and 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 BDDDB, City of Santa Fe and 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 BDDDB.

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

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

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

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

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

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDDB, City of Santa Fe and 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 Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

Indemnification for Professional Acts, Errors or Omissions. Except for professional acts, error or omissions that are the result of established gross negligence or willful misconduct on the part of Contractor, or its employees, agents, representatives or sub-consultants, the General Indemnification shall not apply to professional acts, errors or omissions unless covered by Professional Liability insurance required in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDDB and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do no waive any

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

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the BDDDB and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS, DOCUMENT CONTROL AND AUDIT

A. Contractor shall conform with and participate in the Document Control policies of the BDDDB or the City of Santa Fe. Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, all records that relate to the scope of services provided under this Agreement.

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by the City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDDB and the City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDDB or the City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the BDDDB. In any action, suit or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Any

action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

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

BDDDB: Charles Vokes, BDD Facilities Manager
Buckman Direct Diversion
801 San Mateo
Santa Fe, NM 87504

With a copy to: Nancy R. Long, Esq., BDDDB Counsel
Long, Komer & Associates, P.A.
P. O. Box 5098
Santa Fe, NM 87502-5098

CONTRACTOR: Hall Environmental Analysis Laboratory
Attn: Andy Freeman, Laboratory Manager
4901 Hawkins NE, Ste D
Albuquerque, NM 87109

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for

purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Liz Stefanics, BDDDB Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM



Nancy R. Long, BDDDB Counsel

APPROVED

Oscar S. Rodriguez, City Finance Director

728000

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:

Hall Environmental Analysis Lab

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue

CRS # _____

City of Santa Fe Business

Registration # PENDING



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, 2015

To: Buckman Direct Diversion Board

From: Stephanie Lopez, Office Manager

ITEM AND ISSUE:

Request to change date of July BDDB Meeting

BACKGROUND AND SUMMARY:

Staff has received a request from the BDDB Chairperson to consider changing the date of the July 2, 2015 BDDB meeting because it is the 4th of July weekend. The proposed new date is Thursday, July 9, 2015.

RECOMMENDED ACTION:

For your consideration and action.

