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

### In Acre-Feet

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**Background and Summary**

### Buckman Direct Diversion Monthly SJC and Native Diversions

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<th>Total Native Rio Grande Diversion SP-4842 (AF)</th>
<th>Release of SJC in Elephant Butte (AF)</th>
<th>Total BDD Surface Diversion (all permits)</th>
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**Source of SJC releases in reporting month.** Includes conveyance losses.

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<th>Santa Fe County (AF)</th>
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**ABIQUIU**
## Background and Summary

### Buckman Direct Diversion Monthly SJC and Native Diversions

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

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### Background and Summary

#### Buckman Direct Diversion Monthly SJC and Native Diversions

**December 2012**

<table>
<thead>
<tr>
<th>Month</th>
<th>Total SJC Release SP-2847-E (AF)</th>
<th>Conveyance Losses (AF)</th>
<th>Total SJC Available at BDD Diversion (AF)</th>
<th>Total SJC Diversion SP-2847-E (AF)</th>
<th>Total Native Rio Grande Diversion SP-4842 (AF)</th>
<th>Release of SJC in Elephant Butte (AF)</th>
<th>Total BDD Surface Diversion SP-2847-E plus SP-4842 (AF)</th>
<th>SJC used to offset Buckman Wells RG-20516 (AF)</th>
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<tr>
<td>JAN</td>
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#### Source of SJC Releases in reporting month.

Includes conveyance losses.

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<th>Month</th>
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<th>COUNTY</th>
<th>CITY</th>
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<th>CITY</th>
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<tr>
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<td>0.00</td>
<td>528.63</td>
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<tr>
<td>MAY</td>
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<td>0.00</td>
<td>0.00</td>
<td>660.18</td>
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**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 MANAGEMENT*

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

<table>
<thead>
<tr>
<th>Source</th>
<th>Total Use</th>
<th>Daily Use</th>
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<tr>
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<td>55.14af/m</td>
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<tr>
<td>Buckman Wells</td>
<td>76.63mg/m</td>
<td>235.17af/m</td>
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<tr>
<td>CRWTP</td>
<td>136.76mg/m</td>
<td>419.71af/m</td>
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<tr>
<td>BRWTP</td>
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<td>Other Wells</td>
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<td>0.00af/m</td>
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**Upper Santa Fe River/CRWTP**

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

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 bypassed 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

### Reservoir Volumes

#### Reservoirs

<table>
<thead>
<tr>
<th>Reservoir</th>
<th>Capacity</th>
<th>Current Storage</th>
<th>Max Storage*</th>
<th>One-Month Change in Storage*</th>
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</thead>
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<td>Lake Powell</td>
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<td>Lake Mead</td>
<td>38%</td>
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<td>Lake Mohave</td>
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<tr>
<td>Lake Havasu</td>
<td>94%</td>
<td>584.2</td>
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<td>Lyman</td>
<td>17%</td>
<td>5.0</td>
<td>30.0</td>
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<td>Verde River System</td>
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<td>57%</td>
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*KAF: thousands of acre-feet

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#### Reservoirs

<table>
<thead>
<tr>
<th>Reservoir</th>
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<th>Current Storage*</th>
<th>Max Storage*</th>
<th>One-Month Change In Storage*</th>
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<td>28%</td>
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<td>1.9</td>
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</tbody>
</table>

*In KAF = thousands of acre-feet

---

**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).

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READ ONLINE: CLIMAS.ARIZONA.EDU/SWCO/PERIODICALS

SOUTHWEST CLIMATE OUTLOOK MAY 2015
March Southwest Climate Outlook

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
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.

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.

* Buckman Direct Diversion, 341 Caja del Rio Road, Santa Fe, New Mexico 87506  www.bddproject.org *
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 – Operations**
*(Unaudited 07/01/2014-3/31/2015)*

### Budget Overview

<table>
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<tr>
<th>CATEGORY</th>
<th>BEGINNING</th>
<th>EXPENDED 1st Quarter</th>
<th>EXPENDED 2nd Quarter</th>
<th>EXPENDED 3rd Quarter</th>
<th>ENCUMBRANCE Thru 03/31/2015</th>
<th>PROJECTED EXPEND</th>
<th>TOTAL</th>
<th>AVAILABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries &amp; Benefits</td>
<td>3,204,594</td>
<td>584,500</td>
<td>760,060</td>
<td>677,689</td>
<td>-</td>
<td>845,979</td>
<td>2,868,228</td>
<td>336,366</td>
</tr>
<tr>
<td>Electricity</td>
<td>1,378,000</td>
<td>316,346</td>
<td>283,756</td>
<td>215,400</td>
<td>562,498</td>
<td>-</td>
<td>1,378,000</td>
<td>-</td>
</tr>
<tr>
<td>Chemicals</td>
<td>265,000</td>
<td>78,648</td>
<td>46,027</td>
<td>46,116</td>
<td>94,209</td>
<td>265,000</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Solids</td>
<td>80,800</td>
<td>13,045</td>
<td>14,609</td>
<td>11,654</td>
<td>41,492</td>
<td>-</td>
<td>80,800</td>
<td>-</td>
</tr>
<tr>
<td>Other Operating Costs</td>
<td>908,277</td>
<td>195,517</td>
<td>128,376</td>
<td>176,356</td>
<td>285,113</td>
<td>103,792</td>
<td>889,153</td>
<td>19,124</td>
</tr>
<tr>
<td>Fiscal Agent Fees</td>
<td>64,600</td>
<td>16,150</td>
<td>16,150</td>
<td>16,150</td>
<td>-</td>
<td>16,150</td>
<td>64,600</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>6,524,600</td>
<td>1,232,319</td>
<td>1,364,787</td>
<td>1,303,824</td>
<td>1,143,802</td>
<td>1,071,228</td>
<td>6,115,960</td>
<td>408,640</td>
</tr>
</tbody>
</table>

| FY14/15 Carryforward   | 205,130   |                      | 72,181               | 73,117               | 59,832                      | -                | 205,130 | -         |

#### 90-Day Cash Reserve Credit

<table>
<thead>
<tr>
<th>Balance</th>
<th>1,156,534</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Santa Fe</td>
<td>1,156,534</td>
</tr>
<tr>
<td>Santa Fe County</td>
<td>372,845</td>
</tr>
<tr>
<td>Las Campanas</td>
<td>56,771</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>1,586,150</td>
</tr>
</tbody>
</table>

#### Cash Balance

<table>
<thead>
<tr>
<th>Cash at 3/31/2015</th>
<th>262,108</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance</td>
<td></td>
</tr>
</tbody>
</table>

### Fixed Cost (billed) - Operations

<table>
<thead>
<tr>
<th></th>
<th>1st Quarter</th>
<th>2nd Quarter</th>
<th>3rd Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Santa Fe</td>
<td>604,944</td>
<td>747,902</td>
<td>781,693</td>
</tr>
<tr>
<td>Santa Fe County</td>
<td>201,041</td>
<td>249,788</td>
<td>239,202</td>
</tr>
<tr>
<td>Las Campanas</td>
<td>16,702</td>
<td>19,312</td>
<td>17,983</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>822,687</td>
<td>1,017,002</td>
<td>1,038,878</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>January</th>
<th>February</th>
<th>March</th>
</tr>
</thead>
<tbody>
<tr>
<td>311,382</td>
<td>207,702</td>
<td>262,609</td>
</tr>
<tr>
<td>103,346</td>
<td>68,521</td>
<td>67,336</td>
</tr>
<tr>
<td>7,208</td>
<td>4,041</td>
<td>6,734</td>
</tr>
<tr>
<td>421,936</td>
<td>280,264</td>
<td>336,678</td>
</tr>
</tbody>
</table>

### Variable Cost (Pending billing) - Operations

<table>
<thead>
<tr>
<th>Variable Expenses</th>
<th>1st Quarter</th>
<th>2nd Quarter</th>
<th>3rd Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>422,500</td>
<td>358,468</td>
<td>227,198</td>
<td></td>
</tr>
<tr>
<td>422,500</td>
<td>358,468</td>
<td>227,198</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>January</th>
<th>February</th>
<th>March</th>
</tr>
</thead>
<tbody>
<tr>
<td>65,920</td>
<td>79,047</td>
<td>82,231</td>
</tr>
<tr>
<td>65,920</td>
<td>79,047</td>
<td>82,231</td>
</tr>
</tbody>
</table>

### Outstanding Accounts Receivable

<table>
<thead>
<tr>
<th>Balance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Santa Fe</td>
<td>-</td>
</tr>
<tr>
<td>Santa Fe County</td>
<td>-</td>
</tr>
<tr>
<td>Las Campanas</td>
<td>-</td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>City of SF</th>
<th>SF County</th>
<th>Las Campanas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major Repair Fund</td>
<td>308,853</td>
<td>218,880</td>
<td>79,621</td>
<td>10,352</td>
</tr>
<tr>
<td></td>
<td>308,853</td>
<td>218,880</td>
<td>79,621</td>
<td>10,352</td>
</tr>
</tbody>
</table>

Financial Position

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

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

*Outstanding Accounts Receivable

<table>
<thead>
<tr>
<th></th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Santa Fe</td>
<td>-</td>
</tr>
<tr>
<td>Santa Fe County</td>
<td>-</td>
</tr>
<tr>
<td>Las Campanas</td>
<td>-</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Category</th>
<th>Business Unit/Line Item/Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>7280000.500110 Salaries</td>
<td>($29,000)</td>
</tr>
<tr>
<td>Other Operating</td>
<td>7280000.561200 Employee Training</td>
<td>$29,000</td>
</tr>
</tbody>
</table>

**FY 2014/2015 Total Budget Net Effect** $0

Approved by BDDB June 4, 2015

Liz Stefanics, BDDB 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 "BDDB") and Sub Surface Contracting, Inc. (the "Contractor"). The date of this Amendment shall be effective as of the date it is executed by the BDDB Chair.

RECATALS

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

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 BDDB 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 July 1, 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

APPROVED AS TO FORM:

_______________________________
Nancy R. Long, BDDB Counsel

APPROVED:

_______________________________
Oscar Rodriguez, City Finance Director

ATTEST:

_______________________________
Yolanda Y. Vigil, City Clerk
File Date: ________________________

728000
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: 6/30/2015
    Reason: on call

   Amount $40,000.00 of amendment #1 Termination Date: 6/30/2016
    Reason: comp term for 1516

   Amount $ of amendment # Termination Date: 
    Reason: 

   Amount $ of amendment # Termination Date: 
    Reason: 

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

1 of 4
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:
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 of amendment # 1 Termination Date: 06/30/2016

Reason: comp term for 1516

Amount $ ___________________ of amendment # ___________________ Termination Date: ______________

Reason: _______________________

Amount $ ___________________ of amendment # ___________________ Termination Date: ______________

Reason: _______________________

Total of Original Contract plus all amendments: $ 80,000
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 Γ ______________________________ 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) Γ

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 "BDDB" or "Board") and Sub Surface Contracting, Inc. (the
"Contractor"). The date of this Agreement shall be the date when it is executed by the BDDB.

1. **SCOPE OF SERVICES**

   The Contractor shall provide the following on-call repair and replacement services
   for the BDDB; 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 BDDB 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 BDDB 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 BDDB for the performance of this Agreement. If sufficient appropriations and authorization are not made by the BDDB, this Agreement shall terminate upon written notice being given by the BDDB to the Contractor. The BDDB'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 BDDB and terminate on June 30, 2015, unless terminated sooner pursuant to Article 6 below.

6. **TERMINATION**

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

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or 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 BDDB.

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

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDB, 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 BDDB to any obligation not assumed herein by the BDDB 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 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 $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 BDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The BDDB and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive
any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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 BDDB 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 BDDB 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 BDDB 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 BDDB 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 BDDB. 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 Koledin
Title: VP
Date: 3 June 2014

APPROVED AS TO FORM:

Nancy R. Long, BDDD Counsel

APPROVED:

Marcos A. Tapia, City Finance Director

728000
Business Unit/Line Item

ATTEST:

Yolanda Y. Vigil, City Clerk

City of Santa Fe Business
Registration #: 14-000456991

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.
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.

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Business Unit/Line Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY15/16</td>
<td>7280000.5102510.750010 (Compliance Contracts)</td>
<td>$50,000 plus NMGRT</td>
</tr>
</tbody>
</table>
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 BDDB for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the BDDB to Contractor. The BDDB’s decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

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

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

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

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

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

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

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

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

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

9. **CONFLICT OF INTEREST**

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

10. **ASSIGNMENT; SUBCONTRACTING**

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

11. **RELEASE**

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDB, 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 BDDB to any obligation not assumed herein by the BDDB unless Contractor has express written authority to do so, and then only within the strict limits of that authority.
12. INSURANCE

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

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

C. 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, Contractor's policy shall not contain exclusions for those activities.
(4) **Workers' Compensation.** For all of Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide Employers Liability Limits as follows:

<table>
<thead>
<tr>
<th>Bodily Injury by Accident</th>
<th>$500,000</th>
<th>Each Accident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000</td>
<td>Each Employee</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000</td>
<td>Policy Limit</td>
</tr>
</tbody>
</table>

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

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

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

G. **Specific Provisions Required.**

1. Each policy shall expressly provide, and an endorsement shall be submitted to the BDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDB, 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 BDDB, 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 BDDB.

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

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

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

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

13. INDEMNIFICATION

**General Indemnification.** To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDB, City of Santa Fe 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 BDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDB and their “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do 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 BDDB 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 BDDB 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 BDDB 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 BDDB 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 BDDB. In any action, suit or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Any
action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

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

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

**With a copy to:**
Nancy R. Long, Esq., BDDB 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, BDDB Chair

Date: __________________________

ATTEST

_______________________________
Geraldine Salazar, County Clerk

APPROVED AS TO FORM

_______________________________
Nancy R. Long, BDDB 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

Hall Environmental Analysis Lab Professional Services Agreement - 2015
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.