



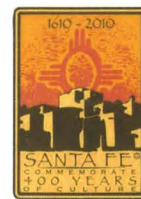
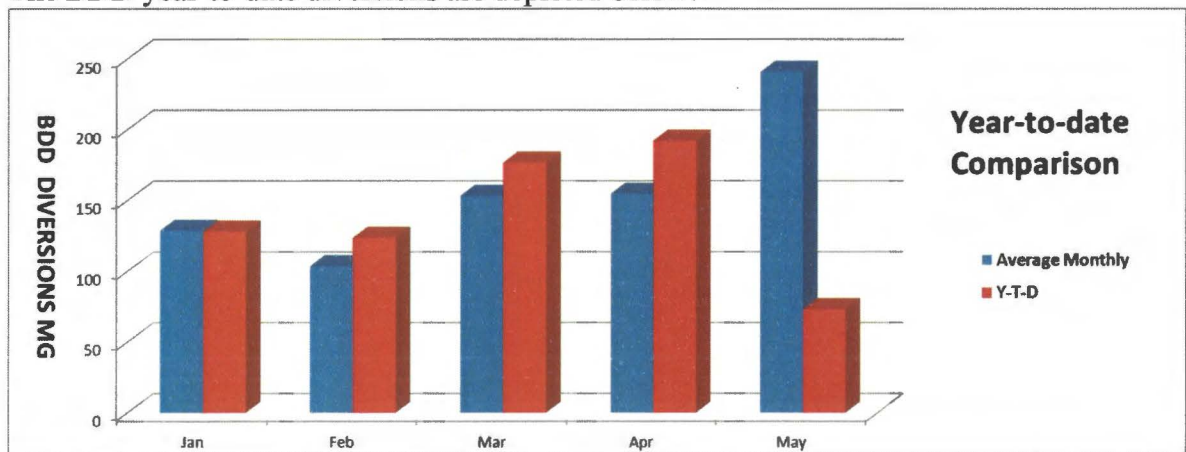
A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: May 18, 2017
To: Buckman Direct Diversion Board
From: Michael Dozier, Interim Operations Superintendent MD
Subject: Update on BDD Operations for the Month of May 2017

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of May 2017. The BDD diversions and deliveries have averaged, in Million Gallons Daily (MGD) as follows:
 - a. Raw water diversions: 4.30 MGD Average
 - b. Drinking water deliveries through Booster Station 4A/5A: 3.69 MGD Average
 - c. Raw water delivery to Las Campanas at BS2A: 0.584 MGD Average
 - d. Onsite treated and non-treated water storage: 0.027 MGD Average
2. The BDD is providing approximately 43 percent of the water supply to the City and County for the month.
3. The BDD year-to-date diversions are depicted below:



4. Background Diversion tables:

2017 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Convey- ance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	CITY Total SJC Diversion (Ac-ft)	Las Campanas Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)	SJC used to offset Buckman Wells
JAN	310.51	2.72	307.80	307.80		84.74	392.54	
FEB	353.65	3.09	350.56	350.56		29.54	380.10	
MAR	518.40	4.56	513.84	513.84		29.44	543.28	
APR	211.06	1.78	209.28	209.28		102.03	311.31	
MAY	0.00	0.00	0.00	0.00		208.88	208.88	
JUN								
JUL								
AUG								
SEP								
OCT								
NOV								
DEC								
TOTALS	1,393.62	12.15	1,381.48	1,381.48	0.00	454.63	1,836.11	

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

2017	ABIQUIU			
Month	Total Release (Ac-ft)	City	County	Club at Las Campanas
JAN	310.51	310.51		
FEB	353.65	353.65		
MAR	518.40	518.40		
APR	211.06	211.06		
MAY	0.00			
JUN	0.00			
JUL	0.00			
AUG	0.00			
SEP	0.00			
OCT	0.00			
NOV	0.00			
DEC	0.00			
TOTALS	1,393.62	1,393.62		0.00

2016 Buckman Direct Diversion Monthly SJC and Native Diversions

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

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

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

2015 Buckman Direct Diversion Monthly SJC and Native Diversions

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

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

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

2014 Buckman Direct Diversion Monthly SJC and Native Diversions

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

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

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

2013 Buckman Direct Diversion Monthly SJC and Native Diversions

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

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

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

2012 Buckman Direct Diversion Monthly SJC and Native Diversions

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

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

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

5. The current Drought Update Summary and Reservoir Storage Status are attached.

Drought/Monsoon, Storage, and ESA Update

NOAA has recently updated (3/10/17) ENSO (El Nino/La Niña) status to: ENSO-neutral conditions are favored to continue through spring 2017, with increasing chances for El Niño development into the fall. However, a few dynamic model forecasts anticipate an onset of El Nino as soon as spring (April– May). Regional reservoir levels on the Rio Grande and Chama Rivers are still low. Upper Santa Fe River reservoirs are very low so City draw down has been reduced accordingly, with a corresponding increase in BDD diversions from the Rio Grande, and moderate increases in groundwater well use. Preliminary estimates for 2017 are for an approximate 95%-100% delivery of full firm-yield of San Juan-Chama Project (SJCP) water. Year-to-date snow pack in the San Juan watershed as well the upper Santa Fe River watershed is good but dissipating due to unseasonably warm weather. There are no water-related Endangered Species Act (ESA) updates. Updates on ESA issues will be made as needed. Rio Grande Compact Article VII storage restrictions went back into effect 4/22/16, which means the City will not be allowed to impound “native” runoff into Nichols and McClure Reservoirs above the pre-Compact pool of 1,061 acre-feet (AF) (unless an exchange for water is made with the NMISC). Preliminary forecasts are suggesting the possibility of coming out of Article VII perhaps as early as April or May, 2017. Updates to this condition will be made as needed.

Most current City of Santa Fe SJCP Reservoir Storage:

Heron:

5,029 AF. 2016 deliveries were at about 95% of annual total.

El Vado:

1,239 AF.

Abiquiu:

9,815 AF SJCP carry-over from previous years, no time limit to vacate due to storage agreement with ABCWUA

TOTAL:

16,083 AF



by Kelly Baker, DBS&A



Daniel B. Stephens & Associates, Inc.

Presentation Outline

- Source Water Protection Program
 - Background
 - Five Step Process
- Source Water Protection Plan
 - Plan Development
 - Moving Forward



Source Water Protection Program

Purpose

- To protect drinking water sources ***before*** they become contaminated



Source Water Protection Program

Background

- Safe Drinking Water Act (1996 amendment)
- EPA program administered by the NMED Drinking Water Bureau (DWB)
- Source Water Assessments



Source Water Protection Program

Five Step Process

1. Form a Source Water Protection Team
2. Review and update Source Water Assessment
3. Develop methods of contamination prevention
4. Prepare a Source Water Protection Plan
5. Implement the Source Water Protection Plan

(Red indicates steps completed. Draft plan is available for comment.)



Source Water Protection Plan

Plan Development

- Create a Source Water Protection Team
 - Water System Representatives
 - Water Consumers
 - Community Stakeholders



SWP Team

Name	Affiliation
Charles Vokes	Buckman Direct Diversion
Daniela Bowman	Buckman Direct Diversion
Alex Puglisi	City of Santa Fe
Alan Hook	City of Santa Fe
Jerry Schoeppner, P.G.	Santa Fe County
Kim Visser-Weinmann	Las Campanas Water & Sewer Cooperative
	Pueblo of San Ildefonso
	Los Alamos National Laboratory



Source Water Protection Plan

Plan Development

- Develop a Source Water Plan
 - Gather Information
 - Water System , Water Quality and Monitoring Efforts, Production Rates , and Regional Hydrology
 - Define Source Water Protection Areas (SWPAs)
 - Inventory Potential Sources of Contamination (PSOCs) within the SWPAs



Source Water Protection Area

Plan Development

- Surface water
 - Rio Grande, Los Alamos Canyon watershed
- Buffer Zones
 - Zone A: (0-200 ft)
 - Zone B: (201-500 ft)
 - Zone C: (501-2,640 ft)



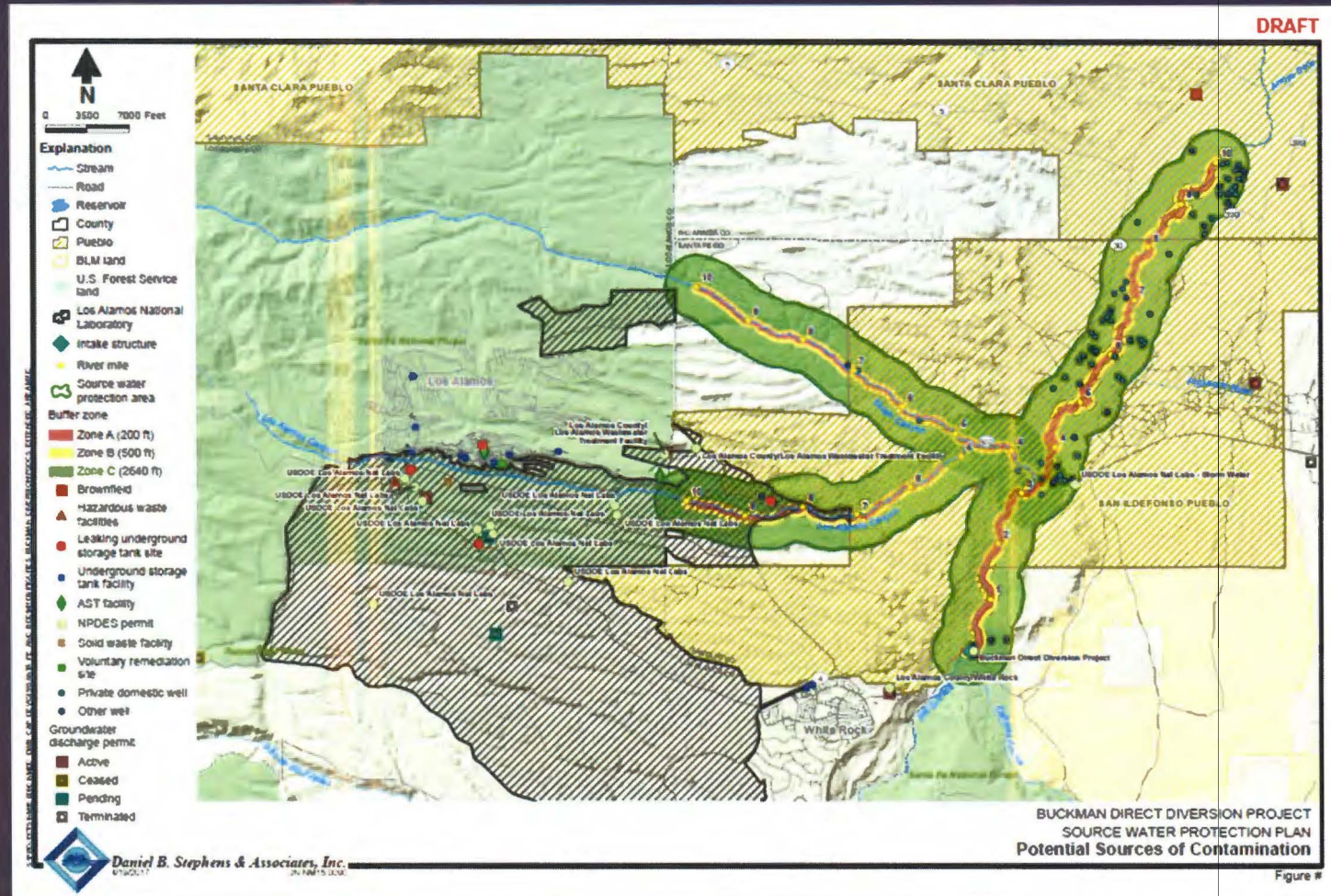
Source Water Protection Area

Plan Development

- Surface water
 - Rio Grande, Los Alamos Canyon watershed
- Buffer Zones
 - 500 feet below the intake
 - 10 miles upstream

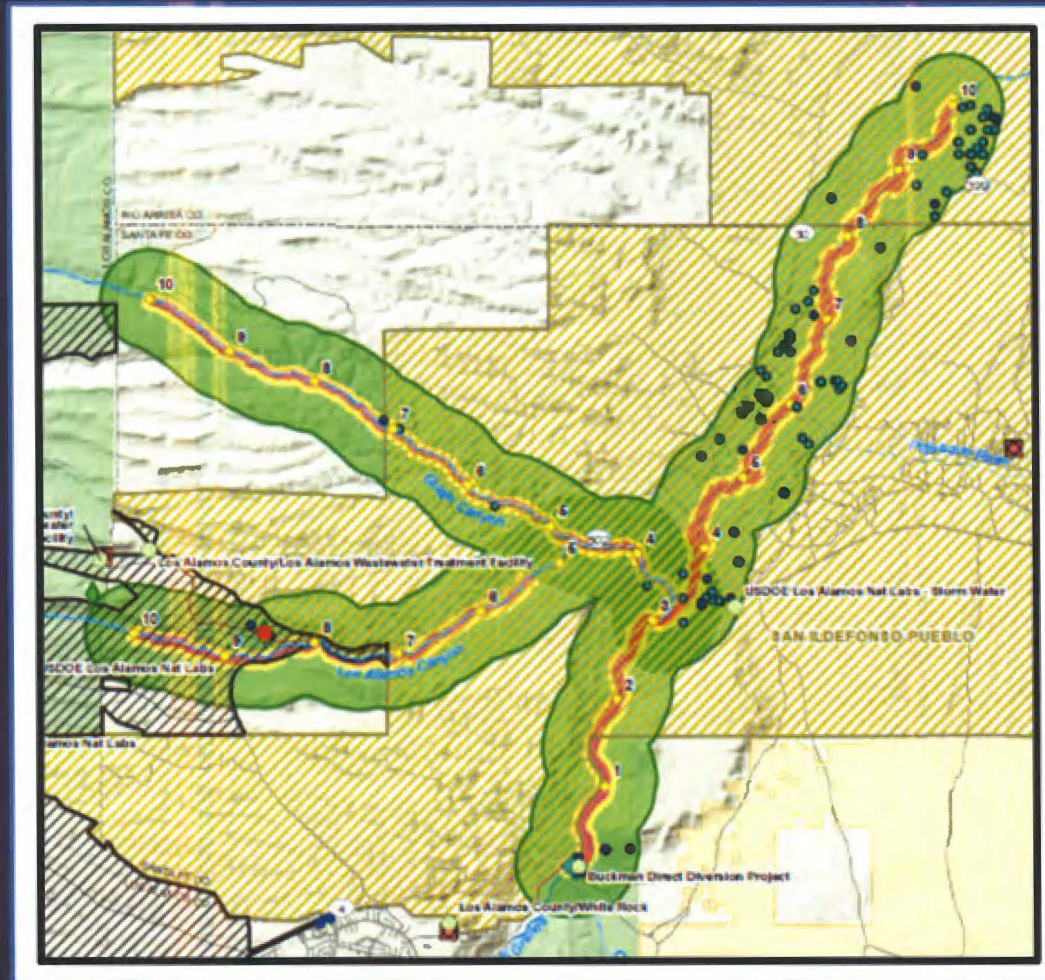


Source Water Protection Area



Daniel B. Stephens & Associates, Inc.

Source Water Protection Area



Daniel B. Stephens & Associates, Inc.

Potential Sources of Contamination

- Any possible site or event that could, under any circumstance and time frame, lead to contamination of a water system's sources
- Naturally occurring or human caused
- Not all sites identified as PSOCs pose the same level of risk



Potential Sources of Contamination

- PSOCs identified from...
 - NMED database (Source Water Protection Atlas)
- Most common:
 - private domestic wells (98), then arroyos (41)
- Other:
 - drainage canals/acequias, above and below ground fuel tanks, gasoline service stations, major roads, NPDES permits



Potential Sources of Contamination

- PSOCs identified from...
 - BDD and local knowledge
- Unmapped PSOCs:
 - Wildfire
 - Sediment and debris
 - LANL legacy-contaminants:
 - radionuclides, inorganic and organic constituents
 - ENS, storm water sampling, CFA and TREAT study



Susceptibility Analysis

- Evaluate contamination risks
- Subjective ranking from low to high based on **Vulnerability** and **Sensitivity**
- Vulnerability: assessment of number, proximity and type of PSOCs within SWPA
- Sensitivity: assessment of infrastructure construction and integrity and hydrogeology



Susceptibility Rankings

Source	Vulnerability Ranking	Sensitivity Ranking	Susceptibility Ranking
Rio Grande	High	Moderately high	High
Los Alamos Canyon	High	Not applicable	High
Guaje Canyon	Moderate		Moderate



Source Water Protection Plan

Moving Forward

- Some data needed from BDD
- Identify members of SWP Team
- Input Needed from SWP Team:
 - Local knowledge of additional actual and potential contamination threats
 - Plan review and comment
 - Implementation of plan



Source Water Protection Plan

Moving Forward

- Next Steps:
 - 30 Day Comment Period
 - “Finalize” the Plan
 - DBS&A to present final SWPP to the Team



Comments on SWPP

Return comments to:

Daniela Bowman

Buckman Direct Diversion

Email: dkbowman@santafenm.gov

by July 1, 2017



Daniel B. Stephens & Associates, Inc.

Questions?



Daniel B. Stephens & Associates, Inc.



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 1, 2017
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager
Subject: Budget Amendment Resolution

ITEM AND ISSUE:

Request for approval of a Budget Amendment Resolution to the current FY 2016/2017 Operating Budget.

BACKGROUND AND SUMMARY:

The Buckman Direct Diversion prepares monthly budget projections which are used to evaluate current and future spending. These projections assist in determining our financial needs by budgeted line item and major category. Our projections indicate a shortfall in the following major categories.

CHEMICALS - The BDD uses various chemicals to treat surface water in compliance with State and Federal Drinking Water Standards. The amounts budgeted each fiscal year are based on anticipated flows and estimated dosages as determined by ongoing operations. Based on our current projections we are estimating expenditures of \$295,000, which is \$45,000 more than our current budget of \$250,000.

SOLIDS DISPOSAL – The BDD disposes solids as part of our operations. The amounts budgeted each fiscal year are based on anticipated flows and raw water quality. Based on our current projections we are estimating expenditures of \$170,000, which is \$50,000 more than our current budget of \$120,000.

DISCUSSION:

We request to transfer funds from our Electricity category to cover the anticipated shortfalls. This category is projected to have \$250,000 of uncommitted funds due to our current electrical savings from our solar array at booster station 2A. The following request will not cause an increase to our current operating budget and is in accordance with our BDD Working Capital and Billing Policy.



ACTION REQUESTED:

Staff recommends approval of the attached Budget Amendment Resolution to our current FY16/17 Operating Budget to move funds within our major categories. This request has a zero net effect to our overall operating budget.

<u>Category</u>	<u>Description</u>	<u>Amount</u>
Electricity	7280000.514050.731310	(\$55,000)
	7280000.514050.731910	(\$40,000)
Chemicals	7280000.510810.650210	\$45,000
Solids Disposal	7280000.514150.756610	\$28,000
	7280000.514170.756010	\$22,000
FY 2016/2017 Total Budget Net Effect		\$0

Approved by BDDDB June 1, 2017

Commissioner Henry Roybal,
BDDDB Chair

Log # (Finance use only):

Batch # (Finance use only):

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Buckman Direct Diversion					DATE 06/01/2017	
ITEM DESCRIPTION	BUSINESS UNIT	LINE ITEM	SUBSIDIARY {.000000}	SUBLEDGER {0000}	INCREASE	DECREASE
<u>EXPENDITURES</u>					{enter as positive #}	{enter as negative #}
Electric	7280000	514050	731310			(55,000)
Electric	7280000	514050	731910			(40,000)
Chemicals	7280000	510810	650210		45,000	
Landfill Tip Fees	7280000	514150	756610		28,000	
Disposal Solid Waste	7280000	514170	756010		22,000	
<u>REVENUES</u>					{enter as negative #}	{enter as positive #}
JUSTIFICATION: (use additional page if needed)					\$ 95,000	(\$ 95,000)
—Attach supporting documentation/memo						

To move funds within BDD Major Categories to cover anticipated shortfalls. In accordance with BDD Working Capital and Billing Policy.

BDDDB Approval June 1, 2017

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

Mackie Romero

05/23/2017

{Use this form for Finance Committee/
City Council agenda items ONLY}

Prepared By (print name)

Date

CITY COUNCIL APPROVAL

Budget Officer

Date

Division Director (optional)

Date

City Council
Approval Date

Finance Director (< \$5,000)

Date

Department Director

Date

Agenda Item #:

City Manager (< \$50,000)

Date



Buckman Direct Diversion

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

Memorandum

Date: June 1, 2017
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *mm*
Subject: Long Komer & Associates, P.A. LSA Amendment # 4

Item and Issue:

Request approval for Amendment #4 to the Legal Services Agreement with Long, Komer & Associates, P.A. in the amount of \$222,000 exclusive of NMGR, for fiscal year beginning July 1, 2017 thru June 30, 2018.

Background and Summary:

On January 13, 2015 the Buckman Direct Diversion Board approved our request to award RFP #15/3/P' for legal services to Long, Komer & Associates, P.A. to serve as the legal counsel for the Buckman Direct Diversion Board. This request will extend the award for services July 1, 2017 to June 30, 2018, which is year three within the allowed extension period. This amendment will increase compensation for the amended term in the amount of \$222,000 exclusive of any applicable gross receipts tax.

Scope of Services:

- Provide legal support services to the BDD Board, with particular reference to matters of administrative law, at all public BDD Board meetings and hearings;
- Represent the Board in litigation not covered by insurance and in administrative matters,
- Providing legal advice on state and federal permitting such as, but not limited to; 1) the Environmental Impact Statement (EIS) for the BDD 2) NEPA 3) the Biological Opinion covering the BDD, and 4) NPDES permitting for the BDD.



- Advise and represent the BDD on the public procurement process, including but not limited to, review of procurement documents, participation in required negotiations, assistance with solicitations, review and preparation of contracts;
- Advise and represent the BDD Board on legal matters related to Project funding, operations, construction, warranty, repairs and replacement, other residual issues on existing contracts, and management plans as directed by the Board;
- Prepare written opinions, resolutions, contracts, and other documents necessary to assist the Board with implementation, operation and management of the BDD as directed by the Board;
- Attend all Board meetings and relevant meetings of the governing Body of the City of Santa Fe, the BDD Board or County Commissioners, and BDD Staff meetings;
- Brief BDD Support Entity Partners' officials and staff members, as directed by the BDD Board; and
- Perform other duties as may be directed by the BDD Board or PUD Director or designee.

Action Requested:

Staff recommends approval of Amendment #4 to the Legal Services Agreement with Long, Komer & Associates, P.A. in the amount of \$222,000 exclusive of NMGRS for legal services through June 30, 2018. Funding is available in our approved FY 2017/2018 operating budget.

BU/LI: Legal Services # 7280000.510200.910030 & 991330.

Approved by BDDB June 1, 2017

Commissioner Henry Roybal,
BDDB Chair

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 4 TO
LEGAL SERVICES AGREEMENT
ACTING IN THE CAPACITY OF LEGAL COUNSEL FOR THE BUCKMAN DIRECT
DIVERSION BOARD
#15-0153**

This Amendment No. 4 (the "Amendment") to the Legal Services Agreement, dated February 22, 2015, and as subsequently amendment (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Long, Komer & Associates, P.A. (the "Contractor"). The date of this Amendment shall be effective as of the date it is executed by the BDDDB.

RECITALS

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

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

1. COMPENSATION.

Article 3 of the Agreement is amended to increase the amount of compensation by a total of two hundred and twenty-two thousand dollars (\$222,000) plus applicable New Mexico Gross Receipts Tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to the Contractor in full payment of services rendered, a sum not to exceed five hundred ninety-four thousand one hundred twelve dollars and eleven cents (\$594,112.11), plus New Mexico Gross Receipts Tax.

2. TERM.

The term of the Agreement is amended to extend the Agreement termination date to June 30, 2018.

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.4 to the Legal Services Agreement.

BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR:

By: _____
Commissioner Roybal, BDDDB Chair

By: _____
Nancy Long
Title: President/Partner

Date: _____

Date: _____
NM Taxation & Revenue
CRS #85-0353074

ATTEST:

Geraldine Salazar, County Clerk

City of Santa Fe Business
Registration #

APPROVED AS TO FORM:

 5/19
Kelley Brennan, City Attorney

APPROVED:

Adam K. Johnson, City Finance Director

7280000.510200

ATTEST:

Yolanda Y. Vigil, City Clerk
File Date: _____



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

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

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

2 Name of Contractor Long, Komer & Associates

3 Complete information requested ☒ Plus GRT
☐ Inclusive of GRT

Original Contract Amount: \$103,000.00

Termination Date: June 30, 2016

☒ Approved by BDDB Date: February 22, 2015

☐ or by BDD Facilities Manager Date: _____

Contract is for: Serve as legal counsel to the BDD Board at the direction of the BDD Board and/or management.

Amendment # 4 to the Original Contract# 15-0153

Increase/(Decrease) Amount \$ 222,000

Extend Termination Date to: June 30, 2018

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: To increase compensation and extend term for FY2017-2018 services.

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

Amount \$ 103,000.00 of original Contract# 15-0153 Termination Date: 06/30/2016

Reason: Serve as legal counsel for BDD Board

Amount \$ 37,112.11 amendment # 1 Termination Date: 06/30/2016

Reason: Include additional scope of work and compensation for Silvery Minnow NEPA

Amount \$ 30,000.00 amendment # 2 Termination Date: 06/30/2016

Reason: Increase compensation for additional cost in relation to possible litigation

Amount \$ 202,000.00 amendment # 3 Termination Date: 06/30/2017

Reason: Increase compensation and term for FY 2016/2017 services

Amount \$ 222,000.00 amendment # 4 Termination Date: 06/30/2018

Reason: Increase compensation and term for FY 2017/2018 services

Total of Original Contract plus all amendments: \$ 594,112



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

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

RFP# 15/13/P Date: February 5, 2015

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: Year 3 of 4 year contract
example: (First year of 4 year contract)

7 Funding Source: BDD Operating Fund **BU/Line Item:** 7280000.510200.Multi

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

9 Staff Contact who completed this form: Mackie Romero

Phone # 505-955-4506

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:



Buckman Direct Diversion

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

Memorandum

Date: June 1, 2017
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager
Subject: Chavez Security PSA Amendment # 4

Item and Issue:

Request approval for Amendment #3 to the Professional Services Agreement with Chavez Security in the amount of \$140,000 exclusive of NMGR, for fiscal year July 1, 2017 thru June 30, 2018.

Background and Summary:

On December 4, 2014 the Buckman Direct Diversion Board approved our request to award RFP #15/06/B for security service to Chavez Security. This request will extend the award for services July 1, 2017 to June 30, 2018 which is year three within the allowed extension period. This amendment will increase compensation for the amended term in the amount of \$140,000 exclusive of applicable gross receipts tax. The compensation was based on an estimated 6,570 service hours at an hourly rate of \$21.31.

Scope of Services:

Chavez Security provides patrols along the Buckman Road Corridor in which the Scope of Services shall include:

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



- Submit reports at the end of each shift to the BDD office outlining any investigative services and observations.
- Hours of service: week day nights (15 hours) and weekends and holidays (24 hours)

Action Requested:

Staff recommends approval of Amendment 4 to PSA # 14-1224 with Chavez Security to extend services through June 30, 2018 and increase compensation in the amount of \$140,000 exclusive of NMGR. Funding is available in our approved FY 2017/2018 operating budget.

BU/LI: Service Contracts # 7280000.510310.740010.

Approved by BDDB June 1, 2017

Commissioner Henry Roybal,
BDDB Chair

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
WITH CHAVEZ SECURITY
#14-1224**

THIS AMENDMENT No. 4 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated December 4, 2014, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Chavez Security, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services to the 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, BDDDB and Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred forty thousand (\$140,000) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed four-hundred eighty-four thousand two hundred thirty-eight and .43/100 dollars (\$484,238.43) plus applicable gross receipts tax.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2018 unless terminated pursuant to Article 6, infra.

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. 4 to the Professional Services Agreement as of the dates set forth below.

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Henry Roybal, BDD Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM



Nancy R. Long, BDDDB Counsel

APPROVED

Adam K. Johnson, City Finance Director

7280000.510310.740010

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:

Chavez Security, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue

CRS # _____

City of Santa Fe Business

Registration # _____



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

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

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

2 Name of Contractor Chavez Security

3 Complete information requested ☒ Plus GRT
☐ Inclusive of GRT

Original Contract Amount: \$69,166.79

Termination Date: June 30, 2015

☒ Approved by BDDB Date: December 4, 2014

☐ or by Project Manager Date: _____

Contract is for: Security Services

Amendment # 4 to the Original Contract# 14-1224

Increase/(Decrease) Amount \$ 140,000

Extend Termination Date to: June 30, 2018

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: Increase comp and extend term for FY 2017/2018 services

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

Amount \$ 69,166.79 of original Contract# 141224 Termination Date: 06/30/2015

Reason: security services

Amount \$ 118,571.64 amendment # 1 Termination Date: 06/30/2016

Reason: Increase comp and extend term

Amount \$ 17,500.00 amendment # 2 Termination Date: 06/30/2016

Reason: Increase comp

Amount \$ 139,000.00 amendment # 3 Termination Date: 06/30/2017

Reason: Increase term and comp

Amount \$ 140,000.00 amendment # 4 Termination Date: 06/30/2018

Reason: Increase term and comp

Total of Original Contract plus all amendments: \$ 484,238



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

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

RFP# 15/06/B Date: December 1, 2014

RFQ ☐ _____ Date: _____

Sole Source ☒ _____ Date: _____

Other _____

6 Procurement History: Year 3 of 4
example: (First year of 4 year contract)

7 Funding Source: _____ **BU/Line Item:** 7280000.510310.740010

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

9 Staff Contact who completed this form: Mackie Romero

Phone # 955-4506

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

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

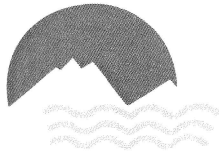
To be recorded by City Clerk:

Contract # _____

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

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


Comments:



Buckman Direct Diversion

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

Memorandum

Date: June 1, 2017
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager 
Subject: ALS Global, Amendment #2

Item and Issue:

Request approval of Amendment #2 with ALS Global in the amount of \$120,000.00 inclusive of NMGRT, for fiscal year July 1, 2017 to June 30, 2018.

Background and Summary:

On August 6, 2015 the Buckman Direct Diversion Board approved our request to award RFP #15/40/P' for analytical testing services to ALS Global. This amendment will increase compensation for the new fiscal year in the amount of \$120,000 inclusive of any applicable gross receipts tax. This request will authorize the funding needed for services July 1, 2017 to June 30, 2018, which is year three within the allowed extension period.

This agreement is partially funded by the DOE/LANL awarded federal grant for \$96,000, for the BDD Surface Water Monitoring Program.

The Scope of Services consists of:

- ✦ Conduct analytical testing of surface water and sediment, and provide results to the BDD Regulatory Compliance Officer;
- ✦ Meet the minimum requirements for laboratory report and electronic data deliverables;
- ✦ Meet US Environmental Protection Agency and NM Environment Department compliance requirements;
- ✦ Apply US Environmental Protection Agency and NM Environment Department approved analytical methods;
- ✦ Meet US Environmental Protection Agency and NM Environment Department approved QA/QC requirements.



RECOMMENDED ACTION:

Staff recommends approval of Amendment #2 with ALS Global in the amount of \$120,000 inclusive of NMGRt for services through June 30, 2018. Funding is available in our approved FY 2017/2018 operating budget.

BU/Line Item: Compliance Contracts # 7280000.510250.753030

Approved by BDDDB June 1, 2017

Commissioner Henry Roybal,
BDDDB Chair

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH ALS GLOBAL
#14-0842**

THIS AMENDMENT No. 2 ("Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated August 6, 2015, and as subsequently amended ("Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and ALS Global ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide laboratory analysis of environmental samples.

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 Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement is amended to include "Table A" listing the specific tasks to be performed by the Contractor, in accordance with this Agreement.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred twenty thousand dollars (\$120,000.00) inclusive of gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. BDDDB shall pay to Contractor in full payment for services rendered a sum not to exceed three-hundred sixty thousand dollars (\$360,000.00), inclusive of gross receipts tax.

3. **TERM AND EFFECTIVE DATE.**

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2018 unless terminated pursuant to Article 6, infra.

4. **AGREEMENT IN FULL FORCE.**

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

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

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Henry Roybal, BDDDB Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM



Nancy R. Long, BDDDB Counsel

APPROVED

Adam K. Johnson, City Finance Director

7280000.510250.753030

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:

ALS Global

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue

CRS # _____

City of Santa Fe Business

Registration # _____



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

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

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

2 Name of Contractor ALS Global

3 Complete information requested ☐ Plus GRT
☒ Inclusive of GRT

Original Contract Amount: \$120,000.00

Termination Date: June 30, 2017

☒ Approved by BDDDB Date: August 6, 2015

☐ or by Project Manager Date: _____

Contract is for: To provide laboratroy analysis of environmental samples.

Amendment # 2 to the Original Contract# 15-1063

Increase/(Decrease) Amount \$ \$ 120,000.00

Extend Termination Date to: June 30, 2018

☒ Approved by BDDDB Date: pending

☐ or by Facilities Manager Date: _____

Amendment is for: Increase comp and extend term for FY 2017/2018 services

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

☒ Inclusive of GRT

Amount \$ 120,000.00 of original Contract# 15-1063 Termination Date: 06/30/2017

Reason: _____

Amount \$ 120,000.00 amendment # 1 Termination Date: 06/30/2017

Reason: Increase comp and add table A to Scope of services

Amount \$ 120,000.00 amendment # 2 Termination Date: 06/30/2018

Reason: Increase comp and extend term

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 360,000



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

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

RFP# 15/40/P Date: June 15, 2015

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: Year 3 of 4 year contract
example: (First year of 4 year contract)

7 Funding Source: BDD Operating / DOE Funding **BU/Line Item:** 7280000.5102510.753030

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

9 Staff Contact who completed this form: Mackie Romero

Phone # 955-4506

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:



Buckman Direct Diversion

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

Memorandum

Date: June 1, 2017
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager *MR*
Subject: Alpha Southwest, Inc. Amendment #4

Item and Issue:

Request approval of Amendment #4 to the Professional Service Agreement with Alpha Southwest, Inc. in the amount of \$50,000 exclusive of NMGRT, for fiscal year July 1, 2017 to June 30, 2018.

Background and Summary:

On June 17, 2014 the City of Santa Fe's Water Division solicited and received sealed bids (RFB# '14/42/B) for on-call services for mechanical and electrical repair. The intent of this contract is strictly an as-needed, on-call contract, with no guaranteed minimum. Alpha Southwest was the selected bidder and was awarded the contract. This request will extend the award for services to June 30, 2018 which is year four within the allowed extension period. This amendment will increase compensation for the amended term in the amount of \$50,000 exclusive of any applicable gross receipts tax.

Discussion:

The Buckman Direct Diversion requires services from a licensed firm to provide on-call repair, replacement, fabrication, and modification services for mechanical and electrical equipment, piping, valves, instrumentation, pumps, and motors. This service will be utilized to supplement the current BDD Maintenance resources in the repair and maintenance of the Buckman Direct Diversion's facilities and equipment. The Scope of Services includes, but is not limited to, providing license technicians for both mechanical and electrical work with the ability to;

- Perform repairs on booster stations including; site security, sanitary protection and disinfection.
- Providing specialized equipment.
- Provide repairs, parts, materials and replacement of equipment.



Action Requested:

Staff recommends approval of Amendment #4 with Alpha Southwest, Inc. in the amount of \$50,000 exclusive of NMGRT for services through June 30, 2018. Funding is available in the approved FY 2017/2018 operating budget.

BU/LI: Repair & Maintenance of System Equipment # 7280000.520150.930020.

Approved by BDDDB June 1, 2017

Commissioner Henry Roybal,
BDDDB Chair

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
WITH ALPHA SOUTHWEST, INC.
#14-0842**

THIS AMENDMENT No. 4 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated August 7, 2014, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Alpha Southwest, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional 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 Contractor agree as follows:

1. **COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty thousand dollars (\$50,000.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed two-hundred fifty thousand dollars (\$250,000.00) plus applicable gross receipts tax.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2018 unless terminated pursuant to Article 6, infra.

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.4 to the Professional Services Agreement as of the dates set forth below.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Henry Roybal, BDD Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM

Nancy R. Long

Nancy R. Long, BDDDB Counsel

APPROVED

Adam K. Johnson, City Finance Director

7280000.520150.930020

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:

Alpha Southwest, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue
CRS # _____

City of Santa Fe Business
Registration # _____



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

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

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

2 Name of Contractor Alpha Southwest

3 Complete information requested ☒ Plus GRT
☐ Inclusive of GRT

Original Contract Amount: \$50,000.00

Termination Date: June 30, 2015

☒ Approved by BDDB Date: August 7, 2014

☐ or by Project Manager Date: _____

Contract is for: On Call repair, replacement, fabrication and modification services for mechanical and electrical equipment.

Amendment # 4 to the Original Contract# 14-0842

Increase/(Decrease) Amount \$ 50,000

Extend Termination Date to: June 30, 2018

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: Increase comp & Term for FY2017/2018 services

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

Amount \$ 50,000.00 of original Contract# 14-0842 Termination Date: 06/30/2015

Reason: emergency repair

Amount \$ 50,000.00 amendment # 1 Termination Date: 06/30/2015

Reason: increase comp

Amount \$ 50,000.00 amendment # 2 Termination Date: 06/30/2016

Reason: Increase comp and extend term

Amount \$ 50,000.00 amendment # 3 Termination Date: 06/30/2017

Reason: increase comp and term

Amount \$ 50,000.00 amendment # 4 Termination Date: 06/30/2018

Reason: increase comp and term

Total of Original Contract plus all amendments: \$ 250,000



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

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

RFP# Piggy back of City's RFP 14/42/B Date: June 18, 2014

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

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

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

9 Staff Contact who completed this form: Mackie Romero

Phone # 955-4506

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

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

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 1, 2017
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *mlr*
Subject: Sheehan & Sheehan, P.A. LSA Amendment # 3

Item and Issue:

Request approval for Amendment #3 to the Legal Services Agreement with Sheehan & Sheehan, P.A. to extend the term of the agreement to June 30, 2018.

Background and Summary:

On December 3, 2015 the Buckman Direct Diversion Board approved our request to award RFP #16/12/P for legal services to Sheehan & Sheehan, P.A. This request will extend the award for services for an additional year terminating on June 30, 2018 which is year three within the allowed extension period.

Action Requested:

Staff recommends approval of Amendment# 3 to LSA # 15-1188 with Sheehan & Sheehan, P.A. to extend services through June 30, 2018.

Approved by BDDB June 1, 2017

Commissioner Henry Roybal,
BDDB Chair



**AMENDMENT NO. 3
TO THE LEGAL SERVICES AGREEMENT
WITH SHEEHAN & SHEEHAN, P.A.**

This Amendment No. 3 (the “Amendment”) to the Legal Services Agreement, dated December 3, 2015, and subsequently amended (the “Agreement”), between the Buckman Direct Diversion Board (“BDDDB”) and Sheehan & Sheehan, P.A. (“Contractor”) shall be effective as of the date when it is executed by the Board Chair.

RECITALS

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

B. Pursuant to Article 19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and Contractor agree as follows:

1. TERM AND EFFECTIVE DATE

The term of the Agreement is amended to extend the Agreement termination date from June 30, 2017 to June 30, 2018.

2. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Legal Services Agreement as of the dates set forth below.

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BUCKMAN DIRECT DIVERSION BOARD

By: _____

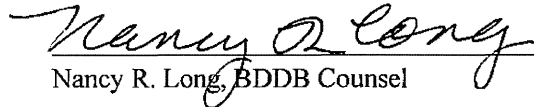
Commissioner Henry Roybal, BDDDB Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM


Nancy R. Long, BDDDB Counsel

APPROVED

Adam K. Johnson, City Finance Director

7280000.510200.999030

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:

Signature: _____

Printed Name: David P. Gorman

Title: Managing Director

Date: _____

NM Taxation & Revenue

CRS # 01-158043-00-7

City of Santa Fe Business

Registration # 15-00125816



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 Sheehan & Sheehan P.A.

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$30,000.00

Termination Date: June 30, 2016

☒ Approved by BDDB Date: November 5, 2015

☐ or by Project Manager Date: _____

Contract is for: Represent the BDD Board in possible litigation, as it relates to design, inspection, manufacturing and construction issues.

Amendment # 3 to the Original Contract# 15-1188

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: June 30, 2018

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: Extend Term of services to 06/30/2018

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

☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 30,000.00 of original Contract# 15-1188 Termination Date: 06/30/2016

Reason: Initial compensation

Amount \$ 900,000.00 amendment # 1 Termination Date: 06/30/2016

Reason: increase comp

Amount \$ 300,000.00 amendment # 2 Termination Date: 06/30/2017

Reason: Increase comp and extend term

Amount \$ _____ amendment # 3 Termination Date: 06/30/2018

Reason: extend term of services

Total of Original Contract plus all amendments: \$ 1,230,000



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

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

RFP# 16/12/P Date: November 1, 2015

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: Year 3 of 4
example: (First year of 4 year contract)

7 Funding Source: BDD Operating **BU/Line Item:** 7280000.510200.999030

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

9 Staff Contact who completed this form: Mackie Romero

Phone # 955-4506

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

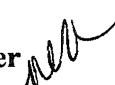
Comments:



Buckman Direct Diversion

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

Memorandum

Date: June 1, 2017
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager 
Subject: Joint Funding Agreement with US Geological Survey

ITEM AND ISSUE:

Request approval to enter into a Joint Funding Agreement (JFA) with U.S. Geological Survey (USGS) in the amount \$73,186 for FY 2017/2018.

BACKGROUND AND SUMMARY

The Buckman Direct Diversion (BDD) Project was designed to divert surface water from the Rio Grande and provide drinking water to the City and County of Santa Fe. The point of diversion (BDD Intake) is on the east bank of the Rio Grande, about 3.5 miles downstream from where New Mexico Route 502 crosses the river at Otowi Bridge. The USGS has had a stream gage and monitoring station at Otowi for many decades. Downstream of this location, the Los Alamos/Pueblo (LA/P) canyons flow into the Rio Grande.

The initial objective of the JFA was associated with the ENS program of the 2015 DOE & BDDDB MOU for determining cessation of the diversion due to Los Alamos/Pueblo Canyons flows. As being one of the best in the field, the USGS was approached with the request for installation of BDD stream gage and monitoring station located upstream on the BDD Diversion. The project was divided into four phases for implementation:

- ✚ Phase I – Installation of a stream gage. (Completed June 2016)
- ✚ Phase II – Operation and maintenance of the stream gage. (Yearly cost)
- ✚ Phase III – Installation of sediment sampling equipment & Operation and Maintenance of the sediment sampling equipment. (FY 2017/2018)
- ✚ Phase IV – Installation of a *high* sediment monitoring equipment.

Currently, BDD believes that Phase III addition of the sediment monitoring and sampling equipment will be of great value not only for the ENS and Storm Water Monitoring programs but



also for the BDD operations as important information in determining the sediment loading on the BDD equipment and possibly predicting the solids' generation and maintenance needs.

ACTION REQUESTED

Staff recommends approval of the Joint Funding Agreement with USGS in the amount of \$73,186. Funding is available in the approved FY 2017/2018 operating budget.

BU/LI: Service Contracts # 7280000.510310.763010
System Equipment # 7280000.570550.763010

Approved by BDDDB June 1, 2017

Commissioner Henry Roybal,
BDDDB Chair

ATTACHMENT TO MEMORANDUM

Page 1

Streamgage Installation and Operation Phase I				
Gage Structure / Equipment	HIF stock	Units	Cost per unit	Total
DA H-222 GOES HDR transmitter	123	1	\$ 3,718.56	\$ 3,718.56
H-350XL/H-3551 Data logger and bubbler system	123	1	\$ 6,901.54	\$ 6,901.54
Top hat satellite antenna	123	1	\$ 508.74	\$ 508.74
Antenna cable	123	1	\$ 29.28	\$ 29.28
Solar panel (20 watt)	123	1	\$ 385.52	\$ 385.52
Gage structure	123	1	\$ 585.60	\$ 585.60
2" Galvanized mast		1	\$ 129.35	\$ 129.35
Voltage regulator	123	1	\$ 25.62	\$ 25.62
Batteries		1	\$ 157.21	\$ 157.21
Misc. electrical parts		1	\$ 398.00	\$ 398.00
Orifice line (75 ft.)		1	\$ 597.00	\$ 597.00
3"x 3"x 20ft (4)		4	\$ 159.20	\$ 636.80
6" Channel Iron (20ft.)		1	\$ 288.55	\$ 288.55
Construction truck	Stock	2	\$ 200.00	\$ 400.00
Lodging / Per diem	Stock	3	\$ 150.00	\$ 450.00
Materials Subtotal				\$ 15,211.77

Installation (Personnel)	Hours	\$ per hour	Total
GS-11	40	\$ 56.38	\$ 2,255.20
GS-9	40	\$ 48.93	\$ 1,957.20
GS-9	40	\$ 47.75	\$ 1,909.92
GS-9 (2 hours for database set-up)	4	\$ 46.57	\$ 186.28
Labor Subtotal			\$ 6,308.60

Installation Total (Materials + Labor)	Streamgage	\$ 21,519.00	Phase I
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Operation and Maintenance (Recurring Cost)	Streamgage	\$ 17,500.00	Phase II
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ATTACHMENT TO MEMORANDUM

Page 2

Sediment Monitoring Addition Phase III				
Daily and Event Sediment Sampling				
Sediment Sample Structure / Equipment	HIF stock	Units	Cost per unit	Total
ISCO 6712 sampler	7042552	2	\$ 4,500.58	\$ 9,001.16
ISCO base assembly	7042557	2	\$ 509.96	\$ 1,019.92
ISCO liquid level actuator	7042554	1	\$ 428.22	\$ 428.22
1-L Polypropylene bottles	7042571	96	\$ 3.66	\$ 351.36
Solar panel (20 watt)	8104082	1	\$ 320.86	\$ 320.86
Voltage regulator	5305041	1	\$ 46.36	\$ 46.36
Battery (75AH)		2	\$ 238.80	\$ 477.60
Tygon Hose	7042560	1	\$ 86.62	\$ 86.62
2" Galvanized mast		1	\$ 129.35	\$ 129.35
3" Galvanized pipe		3	\$ 99.50	\$ 298.50
Misc. electrical parts, pipe fittings, concrete		1	\$ 398.00	\$ 398.00
NEMA encloser 24" x 48"		1	\$ 975.10	\$ 975.10
Construction truck	Stock	1	\$ 200.00	\$ 200.00
Lodging / Per diem	Stock	3	\$ 150.00	\$ 450.00
Materials Subtotal				\$ 14,183.05

Installation (Personnel)	Hours	\$ per hour	Total
GS-11	40	\$ 56.38	\$ 2,255.20
GS-9	40	\$ 48.93	\$ 1,957.20
GS-9	40	\$ 47.75	\$ 1,909.92
GS-9 (2 hours for database set-up)	4	\$ 46.57	\$ 186.28
Labor Subtotal			\$ 6,308.60

Installation Total (Materials + Labor)	Sediment Sampling	\$ 20,492.00	Phase III
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Operation and Maintenance (Recurring Cost)	Sediment Sampling	\$ 35,194.00	Phase III
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Grand Total Cost FY 17/18

Operation and Maintenance (Recurring Cost)	Streamgage	\$ 17,500.00	Phase II
Installation Total (Materials + Labor)	Sediment Sampling	\$ 20,492.00	Phase III
Operation and Maintenance (Recurring Cost)	Sediment Sampling	\$ 35,194.00	Phase III

\$ 73,186.00

Form 9-1366
(April 2015)

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

JOINT FUNDING AGREEMENT

Customer #: 6000003488
Agreement #: 17CRNM000000038
Project #: RG00GP1, RG209LA
TIN #: 85-6000168
Fixed Cost Agreement YES

FOR

Water Resources Investigations

THIS AGREEMENT is entered into as of the, 1 day of July, 2017 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the BUCKMAN DIRECT DIVERSION BOARD, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project to operate and maintain a streamgage on the Rio Grande immediately downstream of the Buckman Diversion for a cost of \$17,500. Also, USGS will collect daily and event based ISCO suspended sediment samples, with monthly integrated (cross-section) suspended sediment samples. Deliverable to BDDDB will be mean daily suspended sediment loads (tons/day), mean daily suspended sediment concentration (mg/L), suspended sediment concentration from discrete samples, and particle size data analyzed on the monthly integrated samples. Installation of the sediment gage will be \$20,492, operation and maintenance of the sediment gage will be \$35,194.00, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00.
 - (a) by the party of the first part during the period

Amount	Date	to	Date
\$0.00	July 1, 2017		June 30, 2018
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$73,186.00	July 1, 2017		June 30, 2018
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00

Description of the USGS regional/national program:

 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation)

Customer #:

6000003488

Agreement #:

17CRNM000000038

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior**

USGS Point of Contact:

Name: Fletcher Brinkerhoff
Address: 6700 Edith Blvd. NE Bldg. B,
Albuquerque, NM 87113
Telephone: 505-830-7908/7950
Email:

Buckman Direct Diversion Board

Customer Point of Contact

Name: Mackie Romero
Address: 341 Caja del Rio Road
Santa Fe, NM 87506
Telephone: 505-955-4504
Email:

Signatures and Date

Signature:

Date:

Signature:

Date:

Name: Jonathan Bumgarner
Title: Director, New Mexico Water Science Center

4/27/17

Name: Charles Vokes
Title: Buckman Direct Diversion Facilities Manager

Signature:

Buckman Direct Diversion Chairman

Signature:

Nancy R. Long, BDDB Counsel



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 1, 2017
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *mm*
Subject: Contract with American Alternative Insurance Corp.

ITEM AND ISSUE:

Request approval to accept a policy with American Alternative Insurance Corp. for insurance coverage including real property for a premium of \$142,793.

BACKGROUND AND SUMMARY:

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

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

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

Daniels currently has the following policies in place with American Alternative Insurance, with an effective date of July 1, 2016 to July 1, 2017 for a premium of \$142,054.

- Auto Policy
- Property insurance for real property, boiler and machinery, personal property & mobile equipment.
- Commercial General Liability & Public Officials Liability
- Excess Liability

Daniels has re-marketed the account for the next policy period, effective July 1, 2017 to July 1, 2018.



EVALUATION:

Daniels approached 5 companies; however only 1 of those companies was able to provide a competitive bid based on all expiring premiums.

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

Coverage	American Alternative
	2017-2018
	AM Best Rating A+XV
Property/Boiler Premium	incl
Equipment	incl
Commercial Crime	incl
Cyber Liability	incl
General Liability	incl
Automobile	incl
Public Officials	incl
Umbrella	incl
Total Annual Premium	\$ 142,793

Daniels Insurance negotiated coverage and deductibles with American Alternative, as shown below, with an overall premium increase of less than 1%.

Coverage	American Alternative
Real Property, amount of coverage	\$186,279,729
Deductible	\$75,000
Equipment Breakdown (Boiler & Machinery)	\$100,000,000
Software	\$500,000
General Liability	\$1,000,000/\$3,000,000 (\$5,000 deductible)
Cyber Liability	\$1,000,000 (no deductible)
Public Officials Liability	\$1,000,000/\$3,000,000 (\$10,000 deductible)
Flood / Earthquake Coverage	\$5,000,000/\$1,000,000
Flood Deductibles	\$75,000
Earthquake Deductibles	\$75,000
Failure to Supply	\$1,000,000/\$3,000,000
Excess Liability	\$5,000,000 Including "Failure to Supply"
Business Auto	\$1,000,000
Auto Comprehensive Deductible	\$1,000
Auto Collision Deductible	\$1,000

RECOMMENDATION:

Based on the proposal provided by American Alternative, staff recommends the BDD Board accept and place insurance coverage with American Alternative at an annual premium rate of \$142,793.

Our approved FY17/18 operating budget includes sufficient funding for this request.

<u>Fund Source</u>	<u>Business Unit/Line Item/Description</u>	<u>Amount</u>
FY 2017/2018	7280000.555250 Gen Liability Assessment	\$142,793

Approved by BDDDB June 1, 2017

Commissioner Henry Roybal, BDDDB Chair

ATTACHMENTS

- Premium Summary (Premium amounts by coverage)
- Acceptance of Proposal

PREMIUM SUMMARY

NAMED INSURED: Buckman Direct Diversion Board

COVERAGE	INSURANCE CARRIER	PRIOR YEAR PREMIUMS	PROPOSED PREMIUMS
Business Automobile	<i>American Alternative Insurance Corp</i>	\$4,520.00	\$3,467.00
General Liability	<i>American Alternative Insurance Corp</i>	\$32,338.00	\$30,346.00
Commercial Property	<i>American Alternative Insurance Corp</i>	\$66,479.00	\$69,958.00
	Values	\$179,115,125	\$186,279,728
Boiler & Machinery	<i>Hartford Steam Boiler Inspec and Insurance</i>	\$20,810.00	\$22,997.00
Equipment Floater	<i>American Alternative Insurance Corp</i>	\$711.00	\$ 533.00
Commercial Crime	<i>American Alternative Insurance Corp</i>	\$438.00	\$ 460.00
Public Officials/Cyber Liability	<i>American Alternative Insurance Corp</i>	\$2,160.00	\$2,009.00
Excess Umbrella	<i>American Alternative Insurance Corp</i>	\$14,598.00	\$13,023.00
Total Estimated Premium		\$142,054.00	\$142,793.00



This proposal is a brief outline of coverage proposed based on the information you provided to us. A material change in the information provided could affect this proposal, including but not limited to the price and availability of coverage. This proposal does not list all conditions, limitations and exclusions that apply to the described coverage. The actual wording of the policy(ies) governs all situations.

PAYMENT OPTIONS

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

- Prepaid/Full Pay

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

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

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

Signature: **Insured: Buckman Direct Diversion Board**

By: _____

Date: _____

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

_____ **Email**

_____ **Mail**

_____ **In Person**

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

_____ **Email**

_____ **Mail**

_____ **In Person**



This proposal is a brief outline of coverage proposed based on the information you provided to us. A material change in the information provided could affect this proposal, including but not limited to the price and availability of coverage. This proposal does not list all conditions, limitations and exclusions that apply to the described coverage. The actual wording of the policy(ies) governs all situations.