



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

Memorandum

Date: April 27, 2015
To: Buckman Direct Diversion Board
From: Daniela Bowman, BDD Regulatory Compliance Officer DB
Through: Charles Vokes, BDD Facilities Manager CV
Subject: Request for Approval - Release of RFP

ITEM AND ISSUE

Approval request for release of RFP for Analytical Testing Services for **Rio Grande at BDD Storm Water Quality Assessment** in the amount not to exceed \$110,000 plus GRT.

BACKGROUND AND SUMMARY

The Buckman Direct Diversion (BDD) Project was designed to divert surface water from the Rio Grande, treat it, 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. At approximately the same location, near the Otowi Bridge, the Los Alamos/Pueblo (LA/P) canyons watershed flows into the Rio Grande. These canyons and their tributaries have been established to be impacted by contamination originating from Los Alamos National Laboratory (LANL) operations from the 1940s through 1960s, when LANL discharged radioactive liquid wastes into the canyons on the Pajarito Plateau that drained into the Rio Grande.

The objective of the BDD Storm Water Quality Sampling Program is to collect samples from the Rio Grande at the BDD in order to make determinations on the water quality of the river.

DISCUSSION

BDD requests qualified laboratories to submit bids, including costs for completion, for laboratory analysis of environmental samples, including meeting standards for QA/QC and for reporting in accordance with the electronic data deliverables described in the RFP. The funding for these services comes from two sources: a contribution from DOE/LANL in the amount of \$96,000 under the DOE & BDDDB MOU and a contribution from BDD in the amount of \$24,000 budgeted for the FY 2016 as specified in DOE & BDDDB MOU.



RECOMMENDATION FROM STAFF

Staff recommends approval of release of RFP for Analytical Testing Services for **Rio Grande at BDD Storm Water Quality Assessment** in the amount not to exceed \$110,000 plus GRT.

Approved by BDDB May 7, 2015

Liz Stefanics, BDDB Chair

Date

BUCKMAN DIRECT DIVERSION

"REQUEST FOR PROPOSALS"

**ANALYTICAL TESTING SERVICES
FOR
Rio Grande at BDD
Storm Water Quality Assessment**

RFP #'XX/XX/X

PROPOSAL DUE:

May 29, 2015 (TBD)

2:00 P.M.

**PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING "H" SANTA FE,
NEW MEXICO 87505**

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Attachments:

1. Instructions Relating to Local Preference Certification Form
2. Local Preference Certification Form
3. Resident Veterans Preference Form
4. Sample Contract
5. Minimum Wage Ordinance

**REQUEST FOR PROPOSALS
PROPOSAL NUMBER 'XX/XX/X'**

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H", Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, May 29, 2015.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

Analytical Testing Services
For
Rio Grande at BDD Storm Water Quality Assessment

The Buckman Direct Diversion Board (BDDDB) requires services consisting of all equipment, material, labor and all other elements necessary for the analytical testing of surface water, soil, and sediments collected pursuant to the 2015 Memorandum of Understanding between the BDDDB and the United States Department of Energy (DOE). This analytical data will accomplish the task of evaluating the Rio Grande at BDD Water Quality under the MOU. The produced analytical data including methods, detection limits, and QA/QC information shall be provided in electronic format consistent with electronic data deliverables (EDD) requirements as specified in the attachment of this RFP.

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.

Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: _____
To be published on: _____

Received by the Albuquerque Journal Newspaper on: _____
To be published on: _____

PROPOSAL SCHEDULE

RFP # 'XX/XX/X

- | | | |
|----|---|--|
| 1. | Advertisement | May 15, 2015 |
| 2. | Issuance of RFP: | May 15, 2015 |
| 3. | Receipt of proposals: | May 29, 2015 at 2:00 p.m.
local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 4. | Evaluation of proposals: | June 3, 2015 |
| 5. | Interviews: | June 3, 2015 |
| 6. | Negotiation of Contract | June 5, 2014 |
| 7. | Recommendation of award
to Buckman Direct Diversion Board: | July 3, 2014 |

DATES OF CONSIDERATION BY BUCKMAN DIRECT DIVERSION BOARD ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The Buckman Direct Diversion Board (herein called "BDDB"), invites firms to submit five (5) copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, May 29, 2015.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: **XX/XX/X**

Title of the proposal: **Rio Grande at BDD Storm Water Quality Assessment**

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the Buckman Direct Diversion determines it is in the best interest of the BDDB.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given

consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The BDDDB reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the BDDDB.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the Buckman Direct Diversion. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the BDDDB reserves the right to alter the membership or size of the selection committee. The BDDDB reserves the right to change the number of firms interviewed.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

1. RESIDENT, LOCAL OR VETERANS PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should *contact the* State of New Mexico Taxation and Revenue Department.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposal are received from proponents in

the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

- (A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.
- (B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

SCOPE OF SERVICES **XX/XX/XX**

1. BACKGROUND, PROJECT PURPOSE, & GENERAL SCOPE

The Buckman Direct Diversion (BDD) Project was designed to divert surface water from the Rio Grande, treat it, 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. At approximately the same location, near the Otowi Bridge, the Los Alamos/Pueblo (LA/P) canyons watershed flows into the Rio Grande. These canyons and their tributaries have been established to be impacted by contamination originating from Los Alamos National Laboratory (LANL) operations from the 1940s through 1960s, when LANL discharged radioactive liquid wastes into the canyons on the Pajarito Plateau that drained into the Rio Grande.

The objective of the BDD Storm Water Quality Sampling Program is to collect samples from the Rio Grande at the BDD in order to make determinations on the water quality of the river.

2. SCOPE OF WORK

BDD requests qualified laboratories to submit bids, including costs for completion, for laboratory analysis of environmental samples, including meeting standards for QA/QC and for reporting in accordance with the electronic data deliverables described therein. A qualified laboratory must provide evidence of the ability to produce valid and defensible data and of national or state certification, such as the National Environmental Laboratory Accreditation Program (NELAP). Additional accreditation from other organizations as NELAC and ISO will also be considered. If some analyses are to be completed by a sub-contractor laboratory, the Contractor must provide the same evidence for the sub-contractor to BDD. The scope of work shall consist of analyzing environmental samples in accordance with approved US EPA, or industry-accepted methods including specified EPA method detection limits. Equivalent methods of analysis approved by the EPA may be utilized when authorized in advance by BDD.

Table 1- Scope of Work

Task	Number of Sub-Task	Sub-Task Descriptions
Laboratory Provided Equipment & Services	1A 1B 1C 1D	<ul style="list-style-type: none"> ▪ Laboratory shall provide ice chests, sample containers (with appropriate preservatives); ▪ Laboratory shall provide Chain-of-Custody (COC) form; ▪ Laboratory shall provide sample labels; and ▪ Laboratory shall bear all shipping cost for shipment of five (5) or more samples.
Laboratory Handling & Documentation of Samples	2A 2B 2C	<ul style="list-style-type: none"> ▪ Laboratory shall handle & document all samples for analyses according to generally accepted chain-of-custody procedures; ▪ BDD shall ship samples to laboratory or sub-contracted laboratory unless laboratory specifies its own puck-up service; ▪ Any work requested by BDD through submission of the COC form will become part of this Contract.
Laboratory Provided Analyses	3A 3B 3C 3D	<ul style="list-style-type: none"> ▪ Upon request of BDD, the laboratory shall perform analysis on solid (soil or sediment) and water samples. ▪ Attachment 1 contains a blank fee schedule with a list of the analyses. All sub-contracted laboratories must be listed on the form for specific analyses. Specific analyses may be upgraded or replaced to comply with EPA or industry-accepted upgrades. Additions, modifications, or deletions of analytical methods or specific analytes by the laboratory or sub-contracted laboratory are subject to approval by BDD. ▪ Laboratory shall analyze the samples within the method-specific holding time following appropriate COC, preparation and method QA/QC procedures; ▪ Upon completion of analyses, the laboratory shall be responsible for the disposal of all samples, but shall not dispose of the samples for at least thirty (30) days after delivery of the final laboratory reports.

SUBMITTAL REQUIREMENTS

I. SUBMITTAL DOCUMENTS

All interested proponents must be able to provide the products and services identified within the scope of work. Any other associated costs must be identified by the proponents and will be taken into consideration upon evaluation of the proposals received.

BDD shall have the right to reject proposal not accompanied by data, literature or samples required by this RFP, or a proposal that is incomplete or irregular.

II. HOURLY RATES AND PROFESSIONAL FEE PROPOSAL

Interested proponents must submit fixed cost rate for each of the analytical methods listed in Attachment 1. Each cost shall be accompanied by the lowest method detection limit (MDL or MDA) and reporting limit that the proponents can guarantee to achieve by each method. If under special circumstances the laboratory could achieve lower method detection limits or reporting limits at high costs, then proponents shall list such occasions. No guaranteed quantities will be purchased of any item in a year.

III. ERRORS AND OMISSIONS INSURANCE

Proponents must provide evidence of Professional Errors & Omissions Insurance coverage in minimum limits of \$2,000,000 per occurrence. Insurance certificates shall be attached to Proposal. No additional direct or reimbursable expense is allowed under Professional Services Agreements for this standard coverage. Insurance certificates shall apply to prime consultants only and must be attached to the proposal.

IV. STATEMENT OF QUALIFICATIONS

Proponents shall submit a statement of qualifications (SOQ), quality control/quality assurance (QA/QC) manual, detection limits, results of EPA proficiency (WP and WS) tests and Idaho National Engineering and Environmental Laboratory Mixed Analyte Performance Evaluation Program (MAPEP) or its equivalent for radiological services. Only contractors that are capable of conducting all analyses listed in Attachment 1 and meeting the standards listed in this section shall be considered for award.

The Contractor must provide documentation (e.g. QA/QC manuals, copies of certifications) that the analytical laboratory, or its sub-contractors, is capable of performing the methods listed in Attachment 1. Laboratory systems and analytical methods shall be independently accredited by the National Environmental Laboratory Accreditation Conference (NELAC) or equivalent program. Laboratories shall use EPA-promulgated extraction and analytical methods appropriate for each analyte and medium sampled, as applicable. Laboratories must be qualified to perform in-house the majority of tests listed in Attachment 1.

Sub-contracting of services is permissible with the prior approval of BDD. Use of sub-contractors must be clearly marked in Attachment 1 and must be identified by company name for the specific analyte or analytical method. The prime contractor shall be wholly responsible for the entire performance in the contract whether or not subcontractors are used. The Contractor shall provide documentation demonstrating that all sub-

contractors meet the requirements as specified in the Scope of Work, as applicable to the method(s).

V. PROPOSAL CONTENT

A. PROPONENT FIRM DATA

- 1) Official or Corporate name of company;
- 2) Types of professional services provided;
- 3) Legal form of business:
 - a. Date established in current form.
 - b. Former corporate names, locations, dates.
 - c. Names, titles, professional affiliation/expertise of principals.
 - d. Categories in which firm is legally qualified to do business in New Mexico.
- 4) Firm size, particularly in office where work proposed to be performed; and
- 5) If Joint Venture or Teaming Agreement, please provide this information for each entity and references for similar previous projects performed as a Team or joint venture.

B. QUALIFICATIONS, CAPABILITY AND EXPERTISE

- 1) Provide SOQ as described in this RFP. Provide Attachment 1 and any other documentation requested in this RFP.
- 2) Describe sub-contractors and their qualifications.
- 3) Describe the continuity of the company, particularly its capability to sustain loss of key personnel, or owner directed substitution of key personnel, without adversely affecting a project or the company.
- 4) Discuss past record of performance on contracts with public agencies or private sector clients with respect to such factors as control of time, costs, value, quality of work, claims handling and ability to achieve schedules. Provide reference contacts.
- 5) Discuss knowledge and familiarity with EPA and Industry Standard Practices, costs, labor and trades, and procurement requirements and so forth in the region where the projects are located.
- 6) Discuss employee qualifications and competence in the field of analytical testing services.
- 7) Discuss the firm's existing workload and its capacity to handle the requirements of the BDD project.

C. WORKLOAD

Describe the firm's current workload (particularly in the office that will manage this project). Provide names, locations, and clients for each project. List those in your firm who are assigned to these projects that will also be assigned to the proposed project and the firm's capacity in these projects.

D. KNOWLEDGE OF LOCAL CONDITIONS

Demonstrate recent knowledge and experience with City/County Public Works Department, City/County Public Utilities Department, neighborhoods, local boards and commissions, community awareness, historic sensitivity, local design practices, local construction methods, conditions & seasonal requirements, and cost estimating in the general project area, i.e., Santa Fe Regional Area.

E. EXPERIENCE

Discuss recent experience of firm and project team on projects similar to this project. List particular projects, their completion dates, costs, owner / client, and references (including telephone numbers). Include photographs of completed projects. Describe your firm's expertise and familiarity with procedural and regulatory requirements on these kinds of projects.

F. PROJECT TEAM AND RELATED EXPERIENCE

- 1) Present the organizational chart for the project team for public involvement, design and construction; the names of the specific team members; with their assigned tasks; qualifications and percent of time they will be assigned to the project. Include construction inspector if deemed necessary for verification of compliance of design specifications.
- 2) Describe the management plan for coordinating schedules and resources to complete this project on schedule and within budget.
- 3) Describe the client and consultant relationship the firm will establish for progress meetings, design, review, decision-making, and budget containment.
- 4) Should the firm be invited for personal interview, the City requires the principal and key design personnel, who will be assigned to the project, be present, be introduced, make comment to the selection committee, and preferably be a participant in the interview.

G. RESUMES

For sake of uniformity, submit the resumes of key members of the project team, including subcontractors, using the following format:

Name and Title

Specialized Professional Competence

Current Responsibilities

Representative Project Assignments with Firm

Representative Project Assignments for Other Identified Employers

Professional Background, Education

VI. PROPOSAL FORMAT

For uniformity of review and evaluation of proposals, please use the following format in preparing a response to this RFP:

- 1) Table of Contents
- 2) Statement of Qualifications and Project Team Description and identification
- 3) Detailed Work Plan, based upon the RFP requirements and Scope of Work
- 4) Project Schedule
- 5) Schedule of Hourly Rates & Costs
- 6) Professional Fee Proposal
- 7) Resumes of proposed project team
- 8) Professional Errors & Omissions Insurance Certificate
- 9) Any additional pertinent information

The proposal is limited to 35 pages for items "A" through "E". The smallest acceptable pitch is 12 point, with nominal 1" margins. Pages for resumes and additional pertinent information are not limited. As a practical matter, however, there is a limit as to how much material the Selection Committee members are able to read and absorb. Please clearly identify each proposal item.

Attachment 1

Minimum Requirements for Laboratory Reports and Electronic Data Deliverables (EDDs)

Method and project-specific quality control requirements must be met including detection limits, calibration, blanks, matrix spikes, duplicates and control standards. All laboratory processes must be clearly documented and easily retrievable for inspection. Laboratories must be able to produce EDDs. The EDD shall be a simple Excel or CSV file.

The data packets shall include a detailed lab report whenever requested by BDD and always an EDDs. Detailed lab reports must contain sufficient information for a third party validation to recreate the analytical sequence. Detailed lab report must contain the following:

1. Chain-of-custody, sample receiving checklist, and any communications with the client about the sample delivery group.
2. Case narrative including notation of any deviations from the approved methods, QC failures, missed holding times or other anomalies.
3. Definition of qualifiers.
4. Analytical report meeting the requirements defined in NELAC standard.
5. Raw data – Initial calibration including calibration model used
6. Raw data – Calibration Verification Standard (CCV)
7. Raw data – Initial Calibration Verification Standard (ICV)
8. Raw data – Method blank
9. Raw data – Laboratory Control Sample (LCS)
10. Raw data – Matrix spike/matrix spike duplicate (MS/MSD)
11. Raw data – Interference check standards (for metals analysis)
12. Raw data – Post digestion spike
13. Raw data – Tunes
14. Raw data – Sample results
15. Raw data – Sample preparation methods
16. Raw data – other relevant information

EDDs shall be text delimited, either Excel file or CSV file, and include the following fields:

Lab sample ID
Field ID
Sample Date
Sample Time
Preparation Date
Analysis Date
QC batch
Units
MDL
PQL

Sample Type (i.e. SAMP, MB, LCS, MS/MSD, CCV, ICV, etc.)

Matrix

Sample Result

CAS Number

Analyte Name

Analytical Method

Spike true value (QC and calibration samples)

Percent recovery (QC samples)

RPD (QC samples)

Dilution factor

Parent sample (for MS Lab ID of the sample)

Lab Qualifier

The Laboratory must certify that the EDD is an accurate representation of the analytical and QC results. The EDD must contain the results of the ICV, CCV, Method blank, LCS/LCSD, MS/MSD and sample results. It is preferred that the Laboratory include the calibration standards in the EDD along with the concentration of the standard (placed in the Spike true value field). It is also preferred that the Laboratory include any post digestion spikes.

Attachment 1
Fee Schedule

MDL means minimum or method detection limit. MDL is the minimum concentration of an analyte that can be distinguished from a blank with 99% confidence that the analytical concentration is greater than zero.
 RL means the reporting limit. RL is the lowest concentration that an analyte can be detected in a sample and its concentration can be reported with reasonable degree of accuracy and precision.

Analytes	Method	Sub-contractor	Proposed Alternative Method	Proposed MDL/RL	Cost for water sample/Required Volume	Cost for solid sample
Suspended Sediment Concentration	ASTM:D3977-97					
Gross alpha	EPA:900.0					
Gross beta	EPA:900.0					
Strontium-90	ASTM 5811					
Americium-241	HASL-300:AM-241					
Radionuclides by gamma spec Ac-228 Bi-212 Bi-214 Cs-137 Cs-134 Co-60 Na-22 K-40 Pa-234m Pb-212 Pb-214 Tl-208 Th-238	EPA:901.1					
Neptunium-237	HASL-300					

Analytes	Method	Sub-contractor	Proposed Alternative Method	Proposed MDL/RL	Cost for water sample/Required Volume	Cost for solid sample
Plutonium (isotopic)	HASL-300:ISOPU					
Uranium (isotopic)	HASL-300:ISOU					
PCBs	EPA 1668A					
Radium-226 & 228	EPA:903.1 & EPA:904.0					
PADS-particle size analysis	ASTM C-1070-01					
Perchlorate	SW846 6850					
Cyanide (special circumstances)	EPA:335.4					
Metals plus Hg Al Sb As Ba Be B Cd Ca Cr Co Cu Fe Pb Mn Mg Hg Ni K Se Ag	EPA:200.7 or 200.8 EPA: 200.7 EPA: 245.2			ug/L		

Analytes	Method	Sub-contractor	Proposed Alternative Method	Proposed MDL/RL	Cost for water sample/Required Volume	Cost for solid sample
Na Ti U V Zn	EPA: 200.8					

**EVALUATION CRITERIA
&
WEIGHTED VALUES
EVALUATION COMMITTEE MEMBERS**

Method of Award - The project will be awarded based upon the following criteria:

1. Ranking of qualified proposals by the Selection Committee as per the enclosed rating system.
2. Interviews
 - The scores from the Evaluation Criteria Form shall be utilized to determine the top ranked firm to be selected for the project.
 - Interviews will be conducted with the top ranked firms based of the score from the Evaluation Criteria Form if needed.
 - Only the scores from the Interview Evaluation Form will be utilized to select the top ranked firm. It is noted that the Proposed Fee score will carry over from Evaluation Criteria Form to the Interview Evaluation Form.
3. Consideration and approval of the Buckman Direct Diversion Board. The Board will make the final decisions as to award of contract.

Selection Committee - The selection committee may consist of representatives from the following departments:

- City Public Utilities Department
Designee
- County Public Utilities Department
Designee
- Buckman Direct Diversion
BDD Facility Manager
BDD Regulatory Compliance Officer

The Buckman Direct Diversion reserves the right to alter the size and membership of the Selection Committee.

Interviews - interviews will be scheduled by the Buckman Direct Diversion. They will consist of a 1-hr. presentation by the Proponents, including a question and answer period. At the Interview, firms are expected to introduce and involve the professionals who will be assigned to the project and make them available for questions by the Selection Committee.

EVALUATION CRITERIA, SUBMITTALS AND QUALIFICATIONS

Evaluation Criteria

Evaluation will be based upon the attached "Evaluation Criteria Form"

Submittals:

The Request for Proposal must include each of the following evaluation criteria. Each proposal submitted must address the required evaluation criteria. Based on the complexity of the project, the owner may add additional items of concern. The Owner must include a weight factor with each of the evaluation criteria to communicate to the Offerors the relative importance of each.

1. Specialized Design and Technical Competence

Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

2. Capacity and Capability

Capacity and capability of the business to perform the work, including any specialized services, within the time frame

3. Past Record of Performance

Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.

4. Familiarity with the Contracting Agency

Proximity to or familiarity with the area in which the project is located.

5. Work to be Done in New Mexico

The amount of design work that will be produced by a New Mexico business within this state.

6. References

3 to 5 references for completed projects similar in scope and size

7. Staff Qualifications

Documentation of employee qualifications

8. Firm Qualifications

Experience and competency of the firm

9. Fee Schedule

"Fee Schedule" in a separate sealed envelope within the packet, marked "Fee Schedule"

EVALUATION CRITERIA FORM

RFP: 'xx/xx/x

PROJECT: **BDD Rio Grande Storm Water Quality Assessment**

NAME OF FIRM: _____

The consultant selection, or short listing for interviews, will be based upon evaluation of the proposal and the Firm's qualifications, relative to the evaluation criteria.

Proposal Component	Weighted Value	(1=low, 10=high)	Total Score	Max Score
Design Approach/ Methodology; Grasp of project requirements	25			250
Relevant experience of firm and specific qualifications & experience of project team, demonstrated by previous projects	15			150
Past Performance; <i>The quality and timeliness of previous work; the demonstrated ability to mobilize quickly, control costs, provide competent designs and accurate plans; the ability to meet schedules.</i>	15			150
Knowledge of Local Conditions; <i>Industry Std. Construction practice; Labor & Trades, bonding, seasonal construction limitations, project site, environmental, regulatory and procurement requirements.</i>	5			50
Work Plan & Project Schedule; discussion of work elements and time frames	15			150
Work Load: <i>Consultant's staff size related to current uncompleted work and the amount of work proposed under this project.</i>	5			50
Proposed Fees: <i>Is fee reasonable for scope and schedule? A very low fee may reflect a narrow scope or missing scope. A very High fee may reflect us paying firm's learning curve.</i>	20			200
Total Score	100			1000

Multiply the Total Score by factor of 1.08 if company has an approved Local Preference Certification form included with proposal:

Local Preference Score, if applicable: Total Score x 1.08 = _____

Please do not minimize the importance of an adequate response in any area.

SELECTION COMMITTEE

EVALUATOR SIGNATURE: _____ DATE: _____

RFP 'xx/xx/x

Buckman Direct Diversion Asset Management Plan

CONSULTANT FIRM: _____

INTERVIEW EVALUATION CRITERIA

Criteria	Weighted Value	(1=low, 10=high)	Total Score	Max Score
1. Grasp of project requirements and Presentation of Management Approach /Methodology: evaluation of firm's discussion and analysis of project and local issues; evaluation of discussion of its project & control systems; evaluation of work plan discussion and relationship to fee. Does firm grasp lead times for official actions and do they manage that within their schedule?	20			200
2. Overall technical skills presentation skills: evaluation of discussion of firm's capability to organize and present concepts and technical information with clarity, and credibility, supported by visual, aids. How well do you think the team will represent the BDD in areas of cost & time control, claim management & prevention, dispute and change order negotiations.	20			200
3. Project Management: evaluation of firm's & specific project team members' style & efficacy; evaluation of firm's intent to interact with and mentor BDD professional staff; evaluation of project team's relevant experience & creativity; does this discussion tend to support firm's stated qualifications, experience and expertise?	20			200
4. Responses to other relevant issues: raised by Selection Committee evaluation of firm's responses to committee 's questions and issues.	20			200
5. Proposed Fees: Is fee reasonable for scope and schedule? A very low fee may reflect a narrow scope, missing scope or a reduced amount of qualified engineer time. A very High fee may reflect us paying firm's learning curve, higher than normal area pay rates or higher effort than is required.	20	Carry over Score from Evaluation Criteria Form _____	_____	200
Total Score	100			1000

Multiply the Total Score by factor of 1.08 if company has an approved Local Preference Certification form included with proposal:

Local Preference Score, if applicable: Total Score x 1.08 = _____

Please do not minimize the importance of an adequate response in any area.

SELECTION COMMITTEE

EVALUATOR SIGNATURE: _____ DATE: _____

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents.

A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided

on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____

My commission expires _____
Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER



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

Memorandum

Date: April, 22, 2015
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager *MR*
Subject: Amendment #2 Alpha Southwest, Inc.

Item and Issue:

Request approval of Amendment #2 to the Professional Service Agreement with Alpha Southwest, Inc for a term extension and increase in compensation.

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. The BDD currently has a PSA with Alpha Southwest, which is to expire on June 30, 2015. This amendment will extend services through June 30, 2016 and increase compensation by \$50,000 exclusive of NMGR.T.

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 would 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; sit security, sanitary protection and disinfection.
- Providing specialized equipment.



- Provide repairs, parts, materials and replacement of equipment.

Action Requested:

Staff recommends approval of Amendment #2 with Alpha Southwest, Inc in the amount of \$50,000 exclusive of NMGRT for services through June 30, 2016. Funding is available in the 2015/2016 budgeted fiscal year.

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

Approved by BDDDB May 7, 2015

Liz Stefanics, BDDDB Chair

Date

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH ALPHA SOUTHWEST**

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated August 7, 2014 (the "Agreement"), and subsequently amended, between the Buckman Direct Diversion Board (the "BDDDB"), and Alpha Southwest (the "Contractor") shall be effective as of the date it is executed by the BDDDB Chair.

RECITALS

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

B. Pursuant to Article 17 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty thousand (\$50,000) so that Article 3, paragraph B reads in its entirety as follows:

A. The BDDDB shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred fifty thousand (\$150,000), plus applicable New Mexico Gross Receipts Tax.

2. TERM.

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, 2016, unless terminated pursuant to Paragraph 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. 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: _____
Liz Stefanics
Chair

Date: _____

ATTEST:

Geraldine Salazar, County Clerk

APPROVED AS TO FORM:



Nancy R. Long, BDDDB Counsel

APPROVED:

Oscar Rodriguez, City Finance Director

ATTEST:

Yolanda Y. Vigil, City Clerk
File Date: _____

CONTRACTOR:

Great Southwest Meters

By: _____

Title: _____

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 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:

Amendment # 2 to the Original Contract# 14-0842

Increase/(Decrease) Amount \$ 50000

Extend Termination Date to: June 30, 2016

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: Increase comp

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: 6/30/2015

Reason: emergency repair

Amount \$ 50,000.00 amendment # 1 Termination Date: _____

Reason: increase comp

Amount \$ 50,000.00 amendment # 2 Termination Date: 6/30/2016

Reason: Increase comp and extend term

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 150,000



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 Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

7 Funding Source: _____ **BU/Line Item:** 7280000

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

9 Staff Contact who completed this form: Maya Martinez

Phone # 955-4271

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

m



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 BDDDB Date: August 7, 2014

☐ or by Project Manager Date: _____

Contract is for:

Amendment # 2 to the Original Contract# 14-0842

Increase/(Decrease) Amount \$ 50000

Extend Termination Date to: June 30, 2016

☒ Approved by BDDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: Increase comp

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: _____

Reason: increase comp

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

Reason: Increase comp and extend term

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 150,000



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 Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

7 Funding Source: _____ **BU/Line Item:** 7280000

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

9 Staff Contact who completed this form: Maya Martinez

Phone # 955-4271

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No.1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH ALPHA SOUTHWEST INC.,**

This AMENDMENT No.1 (the "Amendment") is made to the PROFESSIONAL SERVICES AGREEMENT, dated August 7, 2014, (the "Agreement"), between the Buckman Direct Diversion Board (the "BDDDB") and Alpha Southwest, Inc. ("Contractor"). The date of this Amendment shall be the date when it is executed by the BDDDB Chair.

RECITALS

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

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

1. 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 the Contractor in full payment for services rendered a sum up to and not to exceed one hundred thousand dollars (\$100,000.00), plus applicable gross receipts taxes.

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

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

BUCKMAN DIRECT DIVERSION BOARD

By: Joseph M. Maestas
Joseph M. Maestas, BDDDB Chair
Date: 10-2-14

CONTRACTOR:

By: Warren Ellis
Name: Warren Ellis
Title: Sales Manager
Date: 10/10/14

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long, BDDDB Counsel

NM Taxation & Revenue
CRS # 03-185297-00-1
City of Santa Fe Business
Registration #

APPROVED:

Teresita Garcia 10/28/2014
Teresita Garcia, Interim City Finance Director

72410.510300 7280000.510300.930020
Business Unit/Line Item

ATTEST:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk
File Date: 10-30-14

ITEM # 14-0842

**BUCKMAN DIRECT DIVERSION BDDDB
PROFESSIONAL SERVICES AGREEMENT
WITH
ALPHA SOUTHWEST, INC.**

THIS AGREEMENT is made and entered into by and between the BUCKMAN DIRECT DIVERSION BDDDB ("BDDDB") and Alpha Southwest Inc., ("Contractor"). The date of this Agreement shall be the date when it is executed by the BDDDB Chair.

1. SCOPE OF SERVICES

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

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The BDDDB shall pay to the Contractor in full payment for services rendered, a sum not to exceed fifty thousand dollars (\$50,000), plus applicable gross receipts taxes, in accordance with the "Fixed Unit Price Schedule" provided in Exhibit "B" attached hereto.

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 shall be made upon receipt and approval by the BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDDB and terminate on June 30, 2015, unless terminated sooner pursuant to Article 6 below. The term may be extended for three (3) additional twelve (12) month periods not to exceed 4 years, by the written agreement of the Parties amending this Contract.

6. TERMINATION

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

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

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

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

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

A. 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 subcontractors retained by Contractor in the performance of the services under this Agreement.

8. **CONFIDENTIALITY**

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

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

General Annual Aggregate (other than Products/Completed Operation)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$2,000,000
Each Occurrence	\$2,000,000

(2) **Automobile Liability.** For all of 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 \$2,000,000 per accident. An insurance certificate shall be submitted to the BDDDB that reflects coverage for any automobile [any auto].

(3) **Professional Liability.** For Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. 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, Contractor's policy shall not contain exclusions for those activities.

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

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

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDB, City of Santa Fe, 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. 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 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 “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 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 BDDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDDB, City of Santa Fe, Santa Fe County and their respective elected officials, officers, employees, agents, volunteers and representatives.

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

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

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

(5) The BDDDB reserves the right, from time to time, to review Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the BDDDB. The BDDDB will reimburse Contractor for the cost of the additional premium for any coverage requested by the BDDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

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

13. INDEMNIFICATION

A. GENERAL INDEMNIFICATION: To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDDB, 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 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.

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 Contractor or its employees, agents, representatives or Sub consultants, the General Indemnification shall not apply to professional acts, errors or omission unless covered by Professional Liability insurance required in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The BDDDB and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

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

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

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

22. NOTICES

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

BDDDB: Shannon Jones, Facility Manager
Buckman Direct Diversion
801 San Mateo
Santa Fe, NM 87504

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

CONTRACTOR: Alpha Southwest, Inc.
Attn: Warner Ellis
205 Rossmoor Ave SW
Albuquerque, NM 87105

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: Joseph M. Maestas
Joseph M. Maestas, BDDDB Chair
Date: 8-7-14

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

Juanita Garcia 8/2/2014
City Finance Director
7280000 . 520150. 930020
~~72410.510300~~
Business Unit/Line Item

ATTEST

Yolanda Y. Vigil CAS
Yolanda Y. Vigil, City Clerk
File Date: 9-5-14

CONTRACTOR:

Alpha Southwest, Inc.

Signature: Warner Ellis

Printed Name: Warner Ellis

Title: Sales Manager

Date: 8/22/14

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

City of Santa Fe Business
Registration #

“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, fabrication, modification, rehabilitation, abandonment, and demolition services for mechanical and electrical equipment, piping, instrumentation, water pumps and tubing, electric motors, and buildings associated with the Buckman Direct Diversion Project.
- a. Field Service Technicians will provide the installation, commissioning, troubleshooting and training for the hardware field components comprising the Water Treatment Plant Process Instrumentation and Control Systems. These services and components include, but are not limited to the following, pumps, Flowmeters, Level Transmitters, Pressure Transmitters, Position Indicators, Pressure switches, Level Switches, Pilot devices, Interconnected wiring, 600 Volt and below Power System Components, Motors, Motors Controllers, Motor Operated Valves, Isolation and Control valves, Piping and related functions.
 - b. Field Service Engineers will provide the programming, development, commissioning, troubleshooting and training for the hardware and software components comprising the Water Treatment Plant Process Instrumentation and Control Systems. These service and components include, but are not limited to the following, Programmable Logic Controllers, Communications Networks, Operator Interface Systems, Operator Interface Panels, Autodialers, Annunciators, Report Generation software and related functions.

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.
 - i. To ensure consistency, maintain a reasonable standard of quality, and facilitate the screening of tests submitted, the work will be submitted on a standardize report form created by the contractor and approved by the BDD Maintenance Superintendent.
 - ii. All information on this report will be provided to the BDD Maintenance Superintendent for each instrument or equipment tested.
 - iii. If the test equipment provides a printout of inputted data this will be submitted with the report.



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 # 1 to the Original Contract# 14-1224

Increase/(Decrease) Amount \$ 118571.64

Extend Termination Date to: June 30, 2016

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: Increase comp and extend term

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 \$ _____ amendment # _____ Termination Date: _____

Reason: term comp

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 187,738



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: October 16, 2014

RFQ ☐ _____ Date: _____

Sole Source ☒ _____ Date: _____

Other _____

6 Procurement History: Year 2 of 4 years
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: 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:



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

Memorandum

Date: April, 27, 2015
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager *MR*
Subject: Chavez Security Amendment #1

Item and Issue:

Request approval for Amendment #1 to Professional Services Agreement with Chavez Security for a term extension and increase in compensation.

Background and Summary:

On September 24, 2014 the BDD released a Request for Bid #15/06/B for security service at the Buckman Direct Diversion, this was awarded to Chavez Security. On December 4, 2014 the Board approved a contract with Chavez Security in the amount of \$69,166.79 exclusive of NMGRS for services through June 30, 2015. This amendment will extend services through June 30, 2016 and increase compensation by \$118,571.64 exclusive of NMGRS.

Scope of Services:

Chavez Security will continue to conduct 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.



Action Requested:

Staff recommends approval of Amendment 1 to PSA # 14-1224 with Chavez Security in the amount of \$118,571,64 exclusive of NMGRt for security service through June 30, 2016. Funding is available in the 2015/2016 budgeted fiscal year.

BU/LI: Service Contracts # 7280000.510310.910010.

Approved by BDDDB May 7, 2015

Liz Stefanics, BDDDB Chair

Date

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT WITH
CHAVEZ SECURITY**

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated December 4, 2014, (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Chavez Security (the "Contractor"). This Amendment shall be effective as of the date it is executed by the BDDDB Chair.

RECITALS

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

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

1. COMPENSATION.

Article 3 of the Agreement is amended to increase the amount of compensation by a total of one hundred eighteen thousand five hundred seventy one dollars and .64/100's (\$118,571.64) plus applicable New Mexico Gross Receipts Tax.

2. TERM.

The term of the Agreement is amended to extend the Agreement termination date 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: _____

ATTEST:

Geraldine Salazar, County Clerk

APPROVED AS TO FORM:



Nancy R. Long, BDDDB Counsel

APPROVED:

Oscar Rodriguez, City Finance Director

ATTEST:

Yolanda Y. Vigil, City Clerk
File Date: _____

728000

CONTRACTOR:

Chavez Security

By: _____

Title: _____

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 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 # 1 to the Original Contract# 14-1224

Increase/(Decrease) Amount \$ 118571.64

Extend Termination Date to: June 30, 2016

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: Increase comp and extend term

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: 6/30/2015

Reason: security services

Amount \$ 118,571.64 amendment # 1 Termination Date: 6/30/2016

Reason: Increase comp and extend term

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: term comp

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 187,738



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: October 16, 2014

RFQ ☐ _____ Date: _____

Sole Source ☒ _____ Date: _____

Other _____

6 Procurement History: Year 2 of 4 years
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: 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:

ITEM # 14-1224

**BUCKMAN DIRECT DIVERSION BOARD
PROFESSIONAL SERVICES AGREEMENT
WITH
CHAVEZ SECURITY INC.**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and Chavez Security, Inc. ("Contractor"). The date of this Agreement shall be the date when it is executed by the Chair of the BDDDB.

1. SCOPE OF SERVICES:

The Contractor shall provide the service of physical prevention and protection to persons and property for the BDDDB at the Buckman Direct Diversion facilities. Contractor shall assign a contract manager who shall be responsible for the direct supervision of Contractor's employees assigned to the BDDDB and shall be available at reasonable times to consult with the BDD Facilities Manager or designated representative regarding the services rendered or services to be rendered under this Agreement. A description of the required services is as follows:

A. BDDDB Facilities:

Contractor shall provide One (1) Level III uniformed security officer, as defined pursuant to 16.48.2.19 D. NMAC, in a clearly marked patrol unit (unit defined as a high clearance four wheel drive vehicle) to patrol the Buckman Regional Water Treatment facilities including: the raw water lift station, booster station (1A) /sediment removal facility, booster station (2A) including solar facility and the infrastructure between the Buckman Regional Water Treatment Plant and the diversion structure. Services shall be provided 24 hours a day, 365 days a year.

The security officer shall provide the following services:

- (1) Conduct patrols as to the areas described above.
- (2) Contact the Buckman Regional Water Treatment Plant control room (505-955-4505) with any suspicious activity, security breaches or unusual findings and immediately report such situations to the operator on duty.

- (3) Immediately notify the fire department, police department and manager/operators on duty at the BDDB of incidents, acts of violence, fire/emergency.
- (4) Utilize the toggle verification (physically operate the door handle) to check locked doors at the raw water lift station and buildings at 1A and 2A.
- (5) Check fencing and gates surrounding the buildings at the raw water lift station buildings, 1A and 2A including the solar facility to ensure they are locked.
- (6) Provide on-call service during the evening and/or early morning hours to accompany facility operators to the river in an effort to provide security protection while sampling is conducted.
- (7) Provide response on an on-call basis to incidents as directed by the operator on duty.
- (8) Provide written reports at the end of each shift to the facility control room outlining any investigative services that were conducted, an inventory of persons or activities on facility property and details of whether suspicious activity was deterred or if fire/police were notified for unauthorized entry or emergency situations that were observed.
- (9) Contractor shall supply Level III armed or unarmed security services as directed and at locations specified by the BDD Facilities Manager.

2. STANDARD OF PERFORMANCE; LICENSES

At no time shall Contractor assign an employee to provide services under the terms and conditions of this Agreement who has been convicted of a felony or a crime of moral turpitude.

B. At no time shall Contractor or its employees assigned under the terms and conditions of this Agreement accept fees or other monetary compensation of any kind from patrons or invitees for services rendered or under this Agreement.

C. Contractor shall assign a contract manager who shall be responsible for the direct supervision of Contractor's employees assigned to perform services under this Agreement who shall be available at reasonable times to consult with the designated BDDB representative regarding the services rendered or services to be rendered under this Agreement.

D. Contractor shall submit to the BDDB, a complete background investigation report for all personnel assigned to the City under the terms of this Agreement,

seven (7) days prior to each assignment. The background investigation report shall include, but not be limited to:

- (1) Verification of criminal history and background.
- (2) Confirmation of previous employment.
- (3) Verification of all application information.

E. The BDDDB reserves the right to fingerprint and photograph all personnel assigned under the terms of this Agreement. If Contractor receives an unsuitable report on any of its employees assigned to this Agreement subsequent to the commencement of service, or the BDDDB finds a Contractor's employee unsuitable or unfit for assigned duties, the employee will not be allowed to continue work, or be assigned to work, under the terms of this Agreement

F. Contractor shall assign personnel who have the same comparable training levels and the following qualifications as outlined below and shall have all documents available for review by the BDDDB:

- 1) Contractor shall comply with required federal, state and local licensing requirements. Contractor shall report the potential for license suspension, revocation, or limitation to the BDDDB within ten (10) days of notice from the State, County or City Licensing authorities.
- 2) Contractor's employees shall have the ability to read and write English, particularly in emergency situations requiring clear and definitive articulation to assure confidence, control and safety to those involved;
- 3) Contractor's employees shall possess the ability to pass an annual physical fitness examination, including but not limited to drug and alcohol testing, by a licensed physician;
- 4) Contractor's employees shall possess cardio pulmonary resuscitation (CPR) and First Aid certification as set forth by the American Red Cross or an equivalent association;
- 5) Contractor's employees shall possess a valid appropriate driver's license
- 6) Contractor's employees shall be current and fully qualified to carry a firearm when required to.

G. Contractor shall deliver to the BDDDB, no less than 24 hours prior to an employee being assigned to their post, a Letter of Affidavit for each employee assigned or subsequently assigned under the terms of this Agreement, certifying that the employee has met all of the hiring and training requirements. The Letter of Affidavit shall include but not be limited to:

- (1) Outline of security experience
- (2) Outline of classroom training to include but not be limited to courses, dates, hours, and any certification(s).
- (3) Outline of related training to include but not be limited to courses, dates, hours, and certifications(s).
- (4) Verification of all employment application information.
- (5) Verification that Contractor's employee assigned under the terms of this Agreement has received and reviewed all post orders.

H. Contractor shall supply all standard uniforms and assure that they are regularly cleaned and maintained.

I. Contractor shall supply and maintain the following equipment:

- (1) Contractor shall supply a vehicle for each shift that allows travel through dirt roads that could be snow packed or washed out by weather. Unit shall be a clearly marked security unit with emergency lights.
- (2) Contractor shall supply all weather gear, leather gear, flashlights, pagers, cellular phones, radios for and other equipment as is mutually agreed upon between the BDDDB and Contractor, in order to meet the requirements of this Agreement. Contractor will also provide the necessary cell phone or radio equipment as mutually agreed upon by both parties;
- (3) Contractor will be required to repair or replace, at its cost, any equipment that is damaged or lost through abuse or neglect by Contractor or its employees.

J. Contractor shall be required to submit all incident reports, logs or ledgers to the BDDDB or its designated representatives on a daily basis, and additionally upon request.

K. Contractor shall have a dispatch center answering its phones 24 hours every day. A contract answering service or answering machine is not acceptable. Contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.

L. Contractor shall be required to replace or repair at its cost any equipment owned by the BDDDB (without limitation, communication equipment, fire equipment, safety equipment, locks, keys, access control systems, etc.) damaged or lost through abuse or neglect by Contractor or its employees. Use of the BDDDB's telephone system for personal use is prohibited,

and the cost of such usage will either be billed to Contractor or deducted from the monthly payment, at the discretion of the BDDB

3. COMPENSATION

A. Payment shall be made for services actually rendered at an hourly rate as described below for each Security Officer III, including the vehicle and all equipment for each Security Officer III.

Hourly Rate for Regular hours up to 5496 hours at \$20.89 per hour;
Hourly Rate for Holiday hours up to 120 hours at \$20.89 per hour;
Emergency Call In Hourly Rate up to 60 hours at \$20.89 per hour

The BDDB shall pay to the Contractor for services rendered, a sum not to exceed sixty nine thousand one hundred sixty-six dollars and 79/100's (\$69,166.79), plus applicable gross receipts taxes during the one year term of this Agreement. Compensation to be paid for any renewal term shall be agreed upon by the parties.

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

C. Payment shall be made upon receipt 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, 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 BDDDB's Chair and terminate no later than June 30, 2015, unless terminated sooner pursuant to Article 6 below. This Agreement may be renewed for up to three (3) additional twelve (12) month terms (plus four (4) additional months) for no more than four (4) years, with the mutual agreement of both parties.

6. TERMINATION

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

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

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

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

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

A. Contractor and its agents and employees are independent contractors performing professional services for the BDDDB and are not employees of the BDDDB. Contractor, and its agents

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

12. INSURANCE

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

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

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

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

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

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

(3) **Professional Liability.** For Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate. Contractor shall ensure both that: (i) the policy retroactive

date is on or before the date of commencement of the first work performed under this Agreement; and (ii) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, Contractors policy shall not contain exclusions for those activities.

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

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

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDDB, City of Santa Fe, Santa Fe County and their respective elected officials, officers, employees, agents, volunteers and representatives.

D. **Cancellation.** Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the BDDDB is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies as evidence by an endorsement to the policies which shall be attached to the certificates of insurance. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives." In the

event Contractor's insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the 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, County of Santa Fe 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, 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, 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 Contractor's performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

Indemnification for Professional Acts, Errors or Omissions. Except for professional acts, error or omissions that are the result of established gross negligence or willful misconduct on the part of Contractor, or its employees, agents, representatives or sub-consultants, the

General Indemnification shall not apply to professional acts, errors or omissions unless covered by Professional Liability insurance required in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDB and their “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the 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:

BDDDB:	Charles Vokes BDD Facilities Manager Buckman Direct Diversion 801 San Mateo Santa Fe, NM 87504
With a copy to:	Nancy R. Long, Esq. BDDDB Independent Counsel Long, Pound & Komer, P.A. 2200 Brothers Road P. O. Box 5098 Santa Fe, NM 87502-5098
CONTRACTOR:	Peso Chavez Chavez Security Inc. 1925 Aspen Dr. Suite 703 Santa Fe, NM 87505

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: Joseph M. Maestas
Joseph M. Maestas, BDDDB Chair
Date: 12-4-14

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED:

Teresita Garcia
Teresita Garcia,
Interim City Finance Director

7280000.510310.740010
Business Unit/Line Item

ATTEST:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk
File Date: 12-17-14

CONTRACTOR:

Chavez Security Inc.

By: [Signature]
Name: Peso Chavez
Title: President/Owner
Date: 12/8/14

NM Taxation & Revenue
CRS # 02-234197-00-8
City of Santa Fe Business
Registration # 1400094401