Memorandum

Buckman Direct Diversion

Date: **March 21, 2019**

To: **Buckman Direct Diversion Board**

From: **Randy Sugrue, BDD Interim Operations Superintendent** RS

Subject: **Update on BDD Operations for the Month of March 2019**

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDB) on BDD operations during the month of March 2019. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:

   a. Raw water diversions: 1.81 MGD.
   b. Drinking water deliveries through Booster Station 4A/5A: 1.89 MGD.
   c. Raw water delivery to Las Campanas at BS2A: 0.00 MGD.
   d. Onsite treated and non-treated water storage: -0.08 MGD Average.

   BDD raw water diversions have been intermittently interrupted by snow melt flow through the LANL ENS gage stations.

2. The BDD is providing approximately 31% percent of the water supply to the City and County for the month.

3. Monthly Drought Update summary.

4. The BDD year-to-date diversions are depicted below:

Drought/Monsoon, Storage, and ESA Update

NOAA has recently (3/14/18) updated ENSO (El Nino/La Niña) status to:

Weak El Nino conditions are likely to continue through the Northern Hemisphere spring 2019 (~80% chance) and summer (~60% chance).

Heron, Abiquiu, and El Vado reservoir levels on the Chama River are experiencing some early spring runoff. Runoff for last year was far below normal due to previous drought conditions, but snow pack is at or above normal so far this winter. Local Upper Santa Fe River reservoir storage volume is increasing. The City received over 90% delivery from BoR of full firm-yield of San Juan-Chama Project (SJCP) waterfor year 2018, and 2019 is projected to be about normal. Updates on ESA issues will be made as needed. Rio Grande Compact Article VII storage restrictions are in effect, which means the City is not allowed to impound "native" runoff into Nichols and McClure Reservoirs above the pre-Compact pool of 1,061 acre-feet (AF). Updates to this condition will be made as needed; however, Article VII is expected to stay in effect for the foreseeable future.

Most current City of Santa Fe SJCP Reservoir Storage:

Heron:
9,583 AF.

El Vado:
0 AF.

Abiquiu:
5,001 AF. SJCP carry-over from previous years plus 2018 deliveries. No time limit to vacate due to storage agreement with ABCWUA

TOTAL:
14,584 AF

Buckman Direct Diversion Monthly SJC and Native Diversions

Mar-19 In Acre-Feet

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	323.682	40.756	0.000	282.927	282.927	0.000	2.829
FEB	273.594	78.867	0.000	194.727	194.727	0.000	1.947
MAR	306.527	233.533	0.000	72.993	72.993	0.000	0.730
APR	0.000	0.000	0.000	0.000	0.000	0.000	0.000
MAY	0.000	0.000	0.000	0.000	0.000	0.000	0.000
JUN	0.000	0.000	0.000	0.000	0.000	0.000	0.000
JUL	0.000	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	903.803	353.156	0.000	550.647	550.647	0.000	5.506

In Million Gallons (MG)

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions BDD
JAN	14.754	0.000	92.234	92.234	0.000	106.988
FEB	25.711	0.000	63.481	63.481	0.000	89.192
MAR	84.539	0.000	23.796	23.796	0.000	108.335
APR	0.000	0.000	0.000	0.000	0.000	0.000
MAY	0.000	0.000	0.000	0.000	0.000	0.000
JUN	0.000	0.000	0.000	0.000	0.000	0.000
JUL	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	125.003	0.000	179.511	179.511	0.000	304.514

Dec-18 In Acre-Feet

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	380.137	77.791	0.000	302.346	302.346	0.000	3.023
FEB	336.287	66.413	0.000	269.874	269.874	0.000	2.699
MAR	362.730	266.898	0.000	95.832	95.832	0.000	0.958
APR	661.333	568.669	0.000	92.664	92.664	0.000	0.927
MAY	933.072	340.260	0.000	592.812	481.647	111.165	5.928
JUN	873.384	44.160	0.000	829.224	693.960	135.264	8.292
JUL	801.077	-6.862	0.000	807.939	719.953	87.986	11.277
AUG	673.552	3.896	0.000	669.656	669.656	0.000	6.697
SEP	741.437	54.635	0.000	686.803	686.803	0.000	6.868
OCT	523.512	60.271	0.000	463.241	454.276	8.964	4.632
NOV	404.169	91.111	0.000	313.058	307.642	5.415	3.131
DEC	358.432	-3.762	0.000	362.193	362.193	0.000	3.622
TOTAL	7,049.120	1,563.479	0.000	5,485.641	5,136.847	348.795	58.054

In Million Gallons (MG)

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions BDD
JAN	28.160	0.000	98.565	98.565	0.000	126.725
FEB	21.651	0.000	87.979	87.979	0.000	109.629
MAR	96.617	0.000	31.241	31.241	0.000	127.858
APR	185.386	0.000	30.208	30.208	0.000	215.595
MAY	123.174	0.000	193.257	157.017	36.240	316.431
JUN	14.396	0.000	270.327	226.231	44.096	284.723
JUL	-2.484	0.000	263.388	234.705	28.684	260.904
AUG	1.270	0.000	218.308	218.308	0.000	219.578
SEP	19.778	0.000	223.898	223.898	0.000	243.675
OCT	19.648	0.000	151.017	148.094	2.922	170.665
NOV	32.982	0.000	102.057	100.291	1.765	135.039
DEC	-1.226	0.000	118.075	118.075	0.000	116.849
TOTAL	539.352	0.000	1,788.319	1,674.612	113.707	2,327.671

Dec-17 In Acre-Feet

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	**395.248**	**84.736**	**0.000**	310.512	**310.512**	**0.000**	2.717
FEB	**383.179**	**26.107**	**3.426**	353.646	**353.646**	**0.000**	3.087
MAR	**547.849**	**17.804**	**11.643**	518.402	**518.402**	**0.000**	4.564
APR	**592.385**	**381.170**	**0.000**	211.216	**211.216**	**0.000**	1.821
MAY	**488.240**	**478.925**	**0.000**	9.315	**9.315**	**0.000**	0.072
JUN	**616.871**	**12.970**	**0.000**	603.900	**477.780**	**126.121**	5.517
JUL	**626.113**	**23.719**	**0.000**	602.394	**484.406**	**117.988**	5.429
AUG	**557.303**	**17.073**	**0.000**	540.230	**540.230**	**0.000**	4.871
SEP	**637.339**	**230.584**	**0.000**	406.755	**395.200**	**11.555**	3.873
OCT	**444.333**	**127.611**	**0.000**	316.723	**316.723**	**0.000**	2.938
NOV	**356.536**	**107.143**	**0.000**	249.394	**203.128**	**46.266**	1.658
DEC	**360.218**	**73.071**	**0.000**	287.147	**287.147**	**0.000**	2.321
TOTAL	**6,005.614**	**1,580.910**	**15.069**	**4,409.635**	**4,107.705**	**301.930**	**38.868**

In Acre-Feet

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	84.736	0.000	307.795	307.795	0.000	392.531
FEB	26.107	3.426	350.559	350.559	0.000	380.091
MAR	17.804	11.643	513.838	513.838	0.000	543.285
APR	381.170	0.000	209.395	209.395	0.000	590.565
MAY	478.925	0.000	9.243	9.243	0.000	488.168
JUN	12.970	0.000	598.383	473.415	124.969	611.354
JUL	23.719	0.000	596.965	480.040	116.925	620.684
AUG	17.073	0.000	535.359	535.359	0.000	552.431
SEP	230.584	0.000	402.883	391.437	11.445	633.466
OCT	127.611	0.000	313.785	313.785	0.000	441.396
NOV	107.143	0.000	247.736	201.777	45.958	354.878
DEC	73.071	0.000	284.826	284.826	0.000	357.898
TOTAL	**1,580.910**	**15.069**	**4,370.767**	**4,071.470**	**299.297**	**5,966.747**

Memorandum

Buckman Direct Diversion

Date: April 4, 2019

To: Buckman Direct Diversion Board

From: Mackie Romero, BDD Financial Manager

Subject: Budget Amendment Resolution

ITEM AND ISSUE:

Request for approval of a Budget Amendment Resolution (BAR) to include water conservation fees owed by Santa Fe County for a total amount of $62,475.00

BACKGROUND AND SUMMARY:

The water conservation fee is imposed by the New Mexico Taxation and Revenue Department to any person who operates a public water supply system. The fee is three cents ($.03) per thousand gallons of water produced. This fee has been historically paid by the City of Santa Fe for the public water supply sources they operate. This includes water produced by the Buckman Direct Diversion water treatment plant.

In discussions with Santa Fe County, it was determined this fee will be reimbursed by Santa Fe County for their portion of potable water produced by the Buckman Direct Diversion facility. Through BDD, funds received on behalf of Santa Fe County will be transferred to the City of Santa Fe to restore the liability account from which these fees are paid from. This process has been accepted by the City of Santa Fe and will satisfy the past conservation fee liability. Staff has calculated the water produced for Santa Fe County from July 1, 2013 to June 30, 2018, and estimated water production for July 1, 2018 to June 30, 2019, and the fees associated, per the below table.

BDD Production Numbers (Potable)

	Santa Fe County 4A/5A (MG)	Conservation Fee ($0.03 per 1,000 gl)
June 2013 - July 2014	290,040,000	$ 8,701.20
June 2014 - July 2015	342,580,000	$ 10,277.40
June 2015 - July 2016	350,890,000	$ 10,526.70
June 2016 - July 2017	376,830,000	$ 11,304.90
June 2017 - July 2018	373,900,000	$ 11,217.00
June 2018 - July 2019 (Projected)	348,260,000	$ 10,447.80
	2,082,500,000	$ 62,475.00

This Budget Amendment Resolution will budget funds in the Conservation Fee expenditure line item. The County has the funds available to pay these fees, as these funds have been collected by Santa Fe County from its customers and resides in a liability account.

BDD will continue to work with the City of Santa Fe and Santa Fe County to ensure the accounting and payment of future conservation fees will be included in the annual operating budgets and documented in the appropriate joint agreements, as necessary.

ACTION REQUESTED:

Staff recommends approval of a Budget Amendment Resolution for a total amount of $62,475.

Description	Business Unit/Line Item	Amount
Conservation Fee	7280000.561500.700010	$ 62,475.00
Santa Fe County	71410.491010	($ 62,475.00)

Approved by BDDB April 4, 2019

_____

Councilor Peter Ives, BDDB Chair

Log # {Finance use only}:	
Batch # {Finance use only}:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Buckman Direct Diversion	04/04/2019

ITEM DESCRIPTION	BUSINESS UNIT	LINE ITEM	SUBSIDIARY {.000000}	SUBLEDGER {0000}	INCREASE	DECREASE
EXPENDITURES					{enter as positive #}	{enter as negative #}
Conservation Fees	7280000	561500	700010		62,475	
REVENUES					{enter as negative #}	{enter as positive #}
BDD County	71410	491010			(62,475)	
					$0	$0

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

To budget funds for Santa Fe County's portion of the Water Conservation Fees.

BDDB Approved 4/04/2019

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected:	Fund Bal. Increase/ (Decrease):
TOTAL:	$0

Mackie Romero 04/04/2019
Prepared By {print name} Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer Date

Division Director {optional} Date

Finance Director {≤ $5,000} Date

Department Director Date

City Manager {≤ $50,000} Date

Memorandum

Buckman Direct Diversion

Date: April 4, 2019

To: Buckman Direct Diversion Board

From: Mackie M. Romero, BDD Financial Manager

Subject: Deere & Ault Consultants, Inc. Amendment #3

Item and Issue:

Request for approval of Amendment #3 to increase compensation with Deere & Ault Consultants, Inc. in the amount of $40,000.00 exclusive of NMGRT.

Background and Summary:

On September 1, 2016 the BDDB awarded RFP '17/02/P to Deere & Ault Consultants, Inc. for the BDD On-Call Engineering Services Contract in support of the FY 2016-2020 Buckman Direct Diversion Rehabilitation and Improvements to the Raw Water Delivery System Project.

The professional services agreement is currently executed for a not to exceed amount of $160,000.00 to perform tasks as requested and approved by the BDD Facilities Manager. This amount has been allocated to several tasks, which to date have been completed by the contractor. Additional assistance may be required to provide engineering consultation for the BDD Raw Water Pump Project. Therefore we request approval to increase compensation by $40,000.00 plus applicable gross receipts tax. This amount will ensure sufficient funds are available as we continue with our planned rehabilitation and improvements to the BDD raw water delivery system. Per the agreement, the Facilities Manager will assign services to be performed by task order based on the 2019 fee schedule as stated in Exhibit A-2.

This request also includes approval of a Budget Amendment Resolution (BAR) to authorize funds from the Major Repair and Replacement Fund. This request will make funds available to cover the increased compensation of the contract, which meets the criteria as established in the Major Repair and Replacement Fund policy.

Action Requested:

Staff recommends approval of Amendment #3 to the PSA with Deere & Ault Consultants, Inc. in the amount of $40,000.00 exclusive of NMGRT and approval of the Budget Amendment Resolution from the Major Repair and Replacement Fund.

Fund	Line Item/Description	Amount
Major Repair & Replacement Fund	510320 Engineering Services	$40,000.00

Approved by BDDB April 4, 2019

Councilor Peter Ives, BDDB Chair

BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
WITH DEERE & AULT CONSULTANTS, INC.
#16-1196

THIS AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated October 6, 2016, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDB") and Deere & Ault Consultants, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to perform professional engineering services on an as needed basis as assigned and directed by the BDD Facilities Manager.

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

1. **COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Forty Thousand dollars ($40,000.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed Two Hundred Thousand Dollars ($200,000.00) plus applicable gross receipts tax, paid in accordance with the process and with the fee schedule as more fully described in Exhibits A1 and A2 attached hereto and incorporated herein.

2. **EXHIBITS.**

Exhibit A2 of this Agreement is replaced with the exhibit attached to this Amendment and labeled as "A2" in order to increase the fee schedule.

3. **AGREEMENT IN FULL FORCE.**

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Councilor Peter Ives, BDDB Chair

Date: _____

CONTRACTOR:
DEERE & AULT CONSULTANTS, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

_____
Nancy R. Long, BDDB Counsel

APPROVED

_____
Mary T. McCoy, City Finance Director

72420.510320.991325

ATTEST

_____
Yolanda Y. Vigil, City Clerk

File Date: _____

Exhibit A-1

The Facilities Manager will assign services to be performed hereunder to Contractor pursuant to a Task Order for either (1) a lump sum fee based on the fee schedule; or (2) an hourly rate based on the fee schedule when the services to be performed precludes reasonable estimates of time to complete. The fee schedule to be utilized for lump sum Task Orders or for hourly rate Task Orders is attached hereto as Exhibit A-2.

Each Task Order prepared by Contractor shall include an acceptable description of the nature, extent and character of the work required, as well as performance criteria and delivery schedules. All Task Orders must reference the PSA number on the order, to confirm that the rates in the fee schedule were used in the preparation of the Task Order.

Each Task Order will be reviewed and approved in writing by the BDD Facilities Manager prior to Contractor initiating any work. Contractor assumes all risk and financial liability for any services rendered without a properly executed Task Order.

Contractor shall be responsible for conveying the contents of the Task Order to its employees, agents, subcontractors or sub-consultants. Contractor shall be responsible for any work not expressly set out in any Task Order but which may be reasonably implied for proper completion of the Task Order without additional cost to the BDDB.

Should additional services be requested beyond the scope of any Task Order, adjustments to the Task Order's scope and amounts shall be negotiated and a change order issued authorizing the additional work.

Contractor's services for each Task Order shall be considered complete upon satisfactory completion and acceptance by the BDD Facilities Manager of the services described in the Task Order. Payment shall be made to Contractor upon satisfactory completion and acceptance of the services contained in the Task Order.

Exhibit A-2

Schedule of Hourly Rates and Costs

Hourly Rates

Principal/Project Manager	$210
Senior Engineer	$200
Project Engineer	$130
Staff Engineer	$110
Staff Engineer	$95
Designer	$110
Administrative	$60

New Mexico Gross Receipts Tax will be charged in addition to the foregoing hourly rates.

Reimbursement of Direct Costs and Travel

All direct reimbursable costs such as travel, printing, deliveries, copies and other outside services shall be reimbursed at cost plus 10%. Mileage shall be reimbursed at the current allowable IRS mileage reimbursement rate.

Any annual rate increases shall be agreed upon by the Parties.

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 Deere & Ault Consultant, Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $100,000.00

Termination Date: June 30, 2020

☑ Approved by BDDB Date: October 6, 2016

☐ or by Project Manager Date:

Contract is for: To provide on-call engineering services for 4 years.

Amendment # 3 to the Original Contract# 16-1196

Increase/(Decrease) Amount $ 40,000

Extend Termination Date to:

☑ Approved by BDDB Date: Pending

☐ or by Project Manager Date:

Amendment is for: Increase compensation to assign additional task orders.

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

Amount $ 100,000.00 of original Contract# 16-1196 Termination Date: 06/30/2020
Reason: To provide on-call engineering services

Amount $ 60,000.00 amendment # 1 Termination Date: 06/30/2020
Reason: Increase in compensation and schedule of rates

Amount $ 0.00 amendment # 2 Termination Date: 06/30/2020
Reason: Replace Exhibit A-2 Increased rate schedule

Amount $ 40,000.00 amendment # 3 Termination Date: 06/30/2020
Reason: Increase in compensation and schedule of rates

Total of Original Contract plus all amendments: $ 200,000

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

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

RFP# 17/02/P Date: September 1, 2016

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

_____
Purchasing Approval

7 **Funding Source:** BDD Major Repair & Replacement Fund **BU/Line Item:** 72420.510320.991325

_____
Budget Officer Approval

Comments or Exceptions: _____

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

9 **Staff Contact who completed this form:** Mackie Romero, BDD Financial Manager

Phone # 955-4506

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

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

Client#: 10 78 :REAUL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Deere & Ault Consultants, Inc.
600 S. Airport Rd., Suite A-205
Longmont, CO 80503

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG $
	OTHER:						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE $
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE $
	DED ☐ RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT $
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT $
A	Professional Liab Incl. Pollution Claims Made		X	031428380	02/11/2019	02/11/2020	$2,000,000 per claim $4,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Engineering Services

CERTIFICATE HOLDER	CANCELLATION
Buckman Direct Diversion 801 San Mateo Santa Fe, NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Buckman Direct Diversion	04/04/2019

ITEM DESCRIPTION	BUSINESS UNIT	LINE ITEM	SUBSIDIARY *{.000000}*	SUBLEDGER *{0000}*	INCREASE	DECREASE
EXPENDITURES					*{enter as positive #}*	*{enter as negative #}*
Engineering Services	72420	510320	991325		40,000	
REVENUES					*{enter as negative #}*	*{enter as positive #}*
BDD City	71420	439960	100		(28,437)	
BDD County	71420	439960	200		(9,988)	
BDD LC Club	71420	439960	300		(687)	
BDD LC Coop	71420	439960	400		(887)	
					$ 0	$ 0

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

To budget fund balance from the BDD Major Repair and Replacement Fund 07415.

BDDB Approved 4/04/2019

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected:	Fund Bal. Increase/ (Decrease):
07415	(40,000)
TOTAL:	($ 40,000)

Mackie Romero 04/04/2019
Prepared By *{print name}* Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer Date

Division Director *{optional}* Date

Finance Director *{≤ $5,000}* Date

Department Director Date

City Manager *{≤ $50,000}* Date

ITEM # 16-1196

BUCKMAN DIRECT DIVERSION BOARD
PROFESSIONAL SERVICES AGREEMENT
WITH DEERE & AULT CONSULTANTS, INC.

THIS AGREEMENT is made and entered into by and between the BUCKMAN DIRECT DIVERSION BOARD (the "BDDB") and Deere & Ault Consultants, Inc. ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the BDDB.

1. SCOPE OF SERVICES

Contractor shall perform professional engineering services on an as needed basis as assigned and directed by the BDD Facilities Manager as follows:

A. Technical water engineering and feasibility studies.

B. Preliminary engineering services for design and construction.

C. General engineering services for:

  i. Capital Improvements;

  ii. Repair and rehabilitation related assessments;

  iii. Upgrades and improvements;

  iv. Design support, preparation of design specifications, and procurement support for Capital Improvements; and

  v. Construction management and inspection services.

D. Permit related activities, compliance and litigation support.

E. Preliminary engineering services for design and construction as follows:

  i. Prepare engineering details and calculations as needed for water rehabilitation and improvement projects;

  ii. Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system;

  iii. Evaluate the design concept for constructability and practicality for construction phase and maintenance of system improvements; and

  iv. Develop a design and construction schedule.

F. General Engineering services as follows:

i. Development of engineering design drawings and specifications for capital improvement projects, and rehabilitation and replacement projects;

ii. Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints; and

iii. Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given Task Order.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The BDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed one hundred thousand dollars ($100,00.00), plus applicable gross receipts taxes, paid in accordance with the process and with the fee schedule as described in Exhibits A1 and A2 attached hereto and incorporated herein.

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

4. **APPROPRIATIONS**

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

5. **TERM AND EFFECTIVE DATE**

This Agreement shall be effective when signed by the BDDB and terminate on June 30, 2020, unless sooner pursuant to Article 6 below.

6. **TERMINATION**

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

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

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

11. **RELEASE**

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

12. **INSURANCE**

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

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

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

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

General Annual Aggregate (other than Products/Completed Operation)	$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 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 $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, 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	$1,000,000	Each Accident
Bodily Injury by Disease	$1,000,000	Each Employee
Bodily Injury by Disease	$1,000,000	Policy Limit

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the Board, 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 Board is entitled to thirty (30) days prior written notice (ten (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 Contractors' insurance carriers will not agree to this notice requirement, Contractor will provide

written notice to the Board within four working days of Contractors receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

E. Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "VII" or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the 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 Board, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the Board, City of Santa Fe, Santa Fe County and their respective elected officials, officers, employees, agents, volunteers and representatives.

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

(3) 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.

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

(5) 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.

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

13. **INDEMNIFICATION**

A. GENERAL INDEMNITY: To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the Board, City of Santa Fe, Santa Fe County and their respective elected officials, officers, employees, agents, volunteers and representatives from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from 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 Subconsultants, 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 BUCKMAN DIRECT DIVERSION BOARD in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The BDDB and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the BDDB and 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 Board 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 Board 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 Board 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. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by

Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. **SEVERABILITY**

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

22. **NOTICES**

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

BDDB: Charles Vokes, BDD Facilities Manager
Buckman Direct Diversion
801 San Mateo
Santa Fe, NM 87504
Email: cmvokes@ci.santa-fe.nm.us

With a copy to: Nancy R. Long, Esq.,
BDDB Independent Counsel
Long, Komer & Associates, P.A.
P. O. Box 5098
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

CONTRACTOR: Ray Eldridge, P.E.
Deere & Ault Consultants, Inc.
420 W. Main St., Suite 202
Boise, Idaho 83702
Email: ray.eldridge@deereault.com

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 email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email 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: _____
Carmichael Dominguez, BDDB Chair

Date: 10.6.16

APPROVED AS TO FORM

_____
Nancy R. Long, BDDB Counsel

APPROVED

_____ 11.19.16
Adam Johnson, Interim City Finance Director

ATTEST

_____
Yolanda Y. Vigil, City Clerk

File Date: 11-21-16

CONTRACTOR:

Signature: _____

Printed Name: Corey Hayden

Title: Vice President

Date: 11-8-2016

NM Taxation & Revenue
CRS # 03-317838-00-0

City of Santa Fe Business
Registration # 16-00131616

Exhibit A-1

The Facilities Manager will assign services to be performed hereunder to Contractor pursuant to a Task Order for either (1) a lump sum fee based on the fee schedule; or (2) an hourly rate based on the fee schedule when the services to be performed precludes reasonable estimates of time to complete. The fee schedule to be utilized for lump sum Task Orders or for hourly rate Task Orders is attached hereto as Exhibit A-2.

Each Task Order prepared by Contractor shall include an acceptable description of the nature, extent and character of the work required, as well as performance criteria and delivery schedules. All Task Orders must reference the PSA number on the order, to confirm that the rates in the fee schedule were used in the preparation of the Task Order.

Each Task Order will be reviewed and approved in writing by the BDD Facilities Manager prior to Contractor initiating any work. Contractor assumes all risk and financial liability for any services rendered without a properly executed Task Order.

Contractor shall be responsible for conveying the contents of the Task Order to its employees, agents, subcontractors or sub-consultants. Contractor shall be responsible for any work not expressly set out in any Task Order but which may be reasonably implied for proper completion of the Task Order without additional cost to the BDDB.

Should additional services be requested beyond the scope of any Task Order, adjustments to the Task Order's scope and amounts shall be negotiated and a change order issued authorizing the additional work.

Contractor's services for each Task Order shall be considered complete upon satisfactory completion and acceptance by the BDD Facilities Manager of the services described in the Task Order. Payment shall be made to Contractor upon satisfactory completion and acceptance of the services contained in the Task Order.

Exhibit A-2

Schedule of Hourly Rates and Costs

Hourly Rates

Principal/Project Manager	$175
Senior Engineer	$135
Project Engineer	$105
Staff Engineer	$90
Senior Designer	$115
Designer	$100
Administrative	$60

New Mexico Gross Receipts Tax will be charged in addition to the foregoing hourly rates.

Reimbursement of Direct Costs and Travel

All direct reimbursable costs such as travel, printing, deliveries, copies and other outside services shall be reimbursed at cost plus 10%. Mileage shall be reimbursed at the current allowable IRS mileage reimbursement rate.

Any annual rate increases shall be agreed upon by the Parties.

ITEM # 17-1177

BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH DEERE & AULT CONSULTANTS, INC.
#16-1196

THIS AMENDMENT No. 1 ("Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated October 6, 2016, and as subsequently amended ("Agreement"), is made between the Buckman Direct Diversion Board ("BDDB") and Deere & Ault Consultants, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDB Chair.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to perform professional engineering services on an as needed basis as assigned and directed by the BDD Facilities Manager.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Board 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 sixty thousand dollars ($60,000.00) plus applicable New Mexico gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed one hundred sixty thousand dollars ($160,000.00) plus applicable New Mexico gross receipts tax, paid in accordance with the process and with the fee schedule as described in Exhibits A1 and A2 attached hereto and incorporated herein.

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 as of the dates set forth below.

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Henry P. Roybal, BDD Chair

Date: 9/12/17

CONTRACTOR:
DEERE & AULT CONSULTANTS, INC.

Signature: _____

Printed Name: J. Roy Eldridge

Title: Vice President

Date: 10/3/2013

ATTEST

_____
Geraldine Salazar, County Clerk

APPROVED AS TO FORM

_____
Nancy R. Long, BDDB Counsel

APPROVED

_____ 10-25-17
Adam K. Johnson, City Finance Director

72420.510320.991325

ATTEST

_____
Yolanda Y. Vigil, City Clerk das

File Date: 10-25-17

Exhibit A-2

Schedule of Hourly Rates and Costs

Hourly Rates

Principal/Project Manager	$180
Senior Engineer	$135
Project Engineer	$110
Staff Engineer	$95
Senior Designer	$115
Designer	$100
Administrative	$60

New Mexico Gross Receipts Tax will be charged in addition to the foregoing hourly rates.

Reimbursement of Direct Costs and Travel

All direct reimbursable costs such as travel, printing, deliveries, copies and other outside services shall be reimbursed at cost plus 10%. Mileage shall be reimbursed at the current allowable IRS mileage reimbursement rate.

Any annual rate increases shall be agreed upon by the Parties.

ITEM # 18-0365

BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH DEERE & AULT CONSULTANTS, INC.
#16-1196

THIS AMENDMENT No. 2 ("Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated October 6, 2016, and as subsequently amended ("Agreement"), is made between the Buckman Direct Diversion Board ("BDDB") and Deere & Ault Consultants, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to perform professional engineering services on an as needed basis as assigned and directed by the BDD Facilities Manager.

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

1. **EXHIBITS.**

Exhibit A2 of this Agreement is amended to replace the fee schedule to provide for an increase in hourly rates as attached hereto and incorporated herein.

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Henry P. Roybal, BDD Chair

Date: 3/1/18

CONTRACTOR:
DEERE & AULT CONSULTANTS, INC.

Signature: _____

Printed Name: Ray Eldridge

Title: Vice President

Date: 3/13/2018

ATTEST

_____
Geraldine Salazar, County Clerk

APPROVED AS TO FORM

_____
Nancy R. Long, BDDB Counsel

APPROVED

_____ 4.6.18
Adam K. Johnson, City Finance Director

72420.510320.991325

ATTEST

_____
Yolanda Y. Vigil, City Clerk

File Date: 4-6-18

Exhibit A-2

Schedule of Hourly Rates and Costs

Hourly Rates

Principal/Project Manager	$200
Senior Engineer	$145
Project Engineer	$125
Staff Engineer	$105
Senior Designer	$120
Designer	$100
Administrative	$60

New Mexico Gross Receipts Tax will be charged in addition to the foregoing hourly rates.

Reimbursement of Direct Costs and Travel

All direct reimbursable costs such as travel, printing, deliveries, copies and other outside services shall be reimbursed at cost plus 10%. Mileage shall be reimbursed at the current allowable IRS mileage reimbursement rate.

Any annual rate increases shall be agreed upon by the Parties.

Memorandum

Buckman Direct Diversion

Date: April 4, 2019

To: Buckman Direct Diversion Board

From: Mackie Romero, BDD Financial Manager

Subject: Excel Staffing Companies, LLC Amendment #4

ITEM AND ISSUE:

Request for approval of Amendment #4 to increase compensation with Excel Staffing Companies, LLC in the amount of $22,840.00 inclusive of NMGRT.

BACKGROUND AND SUMMARY:

The Buckman Direct Diversion has entered into a professional services agreement with Excel Staffing Companies, LLC to provide a General Clerk III to assist with clerical duties due to vacancy of the BDD Administrative Assistant position. This position remains vacant as management is evaluating the financial staffing needs of the BDD. However until this position is reclassified, it is critical that assistance is provided by a temporary clerk. Excel Staffing Companies currently have a NM Statewide Price Agreement to provide temporary administrative and professional staffing services.

This amendment will increase compensation in the amount of $22,840.00 and will also extend the term of the agreement to expire June 30, 2020. This increase will allow us to extend the assignment of the temporary clerk for an additional twenty weeks or until the position is reclassified and filled. This individual is currently assisting staff in purchasing, budgeting and clerical duties as directed by the BDD Financial Manager.

ACTION REQUESTED:

Staff recommends approval of amendment #4 to increase compensation with Excel Staffing Companies, LLC in the amount of $22,840.00 inclusive of NMGRT.

Fiscal Year	Business Unit/Line Item/Description	Amount
2018/2019	7280000.510310 Service Contracts	$12,562.00
2019/2020	7280000.510310 Service Contracts	$10,278.00

Approved by BDDB April 4, 2019

Councilor Peter Ives, BDDB Chair

BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
WITH EXCEL STAFFING COMPANIES, LLC
#17-0348

THIS AMENDMENT No. 4 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated April 19, 2017, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDB") and Excel Staffing Companies, LLC ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide a General Clerk III to perform administrative duties as described in Exhibit A attached hereto.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDB and 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 Twenty-Two Thousand Eight Hundred Forty Dollars ($22,840.00), inclusive of applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall not exceed Eighty-Two Thousand Eight Hundred Forty Dollars ($82,840.00) inclusive of applicable gross receipts taxes to be billed in accordance with the updated Fee Schedule provided in Exhibit A attached hereto. The increase in compensation pursuant to this Amendment will be administered as follows:

i. Fiscal Year 2018-2019, Twelve Thousand Five Hundred Sixty-Two Dollars ($12,562.00); and

ii. Fiscal Year 2019-2020, Ten Thousand Two Hundred Seventy-Eight Dollars ($10,278.00)

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

2. **TERM AND EFFECTIVE DATE.**

Article 5, of the Agreement is amended to extend the term to terminate on June 30, 2020.

3. **AGREEMENT IN FULL FORCE.**

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Professional Services Agreement as of the dates set forth below.

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Councilor Peter Ives, BDDB Chair

Date: _____

CONTRACTOR:
Excel Staffing Companies, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

_____
Nancy R. Long, BDDB Counsel

APPROVED

_____
Mary T. McCoy, City Finance Director

7280000.510310.910010

ATTEST

_____
Yolanda Y. Vigil, City Clerk

File Date: _____

Exhibit A

Scope of work:

- Assists with coordinating activities:
  - Tours, events, and employee gatherings.
- Schedules and coordinates meetings for Admin Personnel using Outlook.
- Performs a variety of secretarial and administrative detail work:
  - Answer phones and direct calls to personnel.
  - Types and prints correspondence using Word and Adobe Acrobat.
  - Assist with specialized projects utilizing excel, power point and other Microsoft applications.
  - Facility Mail (Deliveries/Interoffice/USPS/FedEx).
  - Updating Community Calendar Board.
- Reports routinely to supervisor on various projects.
- Attend various assigned meetings.
  - Take minutes and/or operate recording equipment.
- Oversees and administers office supplies and equipment (copiers, scanners).
  - Monitor inventory status.
  - Assures availability of needed materials.
- Assists in preparing documentation for payments to vendors.
- Maintains record management system for office files.
  - Copy and scan Accounts Payable documents.
- Generate and process purchase orders utilizing Enterprise One Software and Excel Software.
  - Track status of requisitions.
  - Assist in negotiating vendor quotes.
- Performs related duties as required by management.
- Looks for opportunities to create efficiencies in processes and communicates findings to management.
- Builds and maintains professional relationships.
- Ability to quickly learn complex processes.

Fee Schedule:

- General Clerk III hourly rate: $28.55
  - Upon notification, rates may be adjusted due to U.S. Department of Labor increase in Health and Welfare.

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 Excel Staffing Companies, LLC

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $13,837.20

Termination Date: June 30, 2018

☐ Approved by BDDB Date:

☑ or by Project Manager Date: April 19, 2017

Contract is for: To provide temporary General Clerk, to perform the duties of the vacant administrative assistant position.

Amendment # 4 to the Original Contract# 17-0348

Increase/(Decrease) Amount $ 22,840

Extend Termination Date to: June 30, 2020

☑ Approved by BDDB Date: Pending

☐ or by Project Manager Date:

Amendment is for: To increase compensation and extend term.

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

Amount $ 13,837.20 of original Contract# 17-0384 Termination Date: 06/30/2018
Reason: To provide temporary General Clerk, to perform the duties of the vacant position

Amount $ 16,000.00 amendment # 1 Termination Date: 06/30/2019
Reason: Increase compensation and extend term of agreement

Amount $ 17,130.00 amendment # 2 Termination Date: 06/30/2019
Reason: Increase compensation to extend current temp assignment

Amount $ 13,032.80 amendment # 3 Termination Date: 06/30/2019
Reason: Increase compensation to extend current temp assignment

Amount $ 22,840.00 amendment # 4 Termination Date: 06/30/2020
Reason: Increase compenstion and extend term of contract.

Total of Original Contract plus all amendments: $ 82,840

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other State Price Agreement 50-000-14-00021 Exp. 09/22/2019

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

_____
Purchasing Approval

7 **Funding Source:** BDD Operating **BU/Line Item:** 7280000.510310.910010

_____
Budget Officer Approval

Comments or Exceptions: _____

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

9 **Staff Contact who completed this form:** Mackie Romero, BDD Financial Manager

Phone # 955-4506

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

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

EXCESTA-01 JBAUER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Monicucci Insurance Agency LLC 2116 Vista Oeste NW, Bldg 6 Albuquerque, NM 87120	CONTACT NAME: PHONE (A/C, No, Ext): (505) 883-3683 FAX (A/C, No): (505) 883-2827 E-MAIL ADDRESS:
INSURED Excel Staffing Companies, LLC 2100 Osuna Rd NE Ste 100 Albuquerque, NM 87113	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Ins. Co — 18058 INSURER B : New Mexico Business Insurance Company — 15995 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK1801280	04/01/2018	04/01/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY			PHPK1801280	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB824106	04/01/2018	04/01/2019	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			19798121	04/01/2018	04/01/2019	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LIMITS OF LIABILITY SHOWN ARE THOSE IN EFFECT AT POLICY INCEPTION.

CERTIFICATE HOLDER	CANCELLATION
Buckman Direct Diversion 341 Caja Del Rio Rd Santa Fe, NM 87507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE K. M. Mennin

ITEM # 17-0348

BUCKMAN DIRECT DIVERSION BOARD
PROFESSIONAL SERVICES AGREEMENT
WITH EXCEL STAFFING COMPANIES, LLC

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDB") and Excel Staffing Companies, LLC ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the Facilities Manager.

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDB as described:

Provide a General Clerk III to perform duties as described in Exhibit A attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. Compensation under this Agreement shall not exceed thirteen thousand eight hundred thirty seven dollars and 20/100's ($13,837.20) inclusive of applicable gross receipts taxes to be billed in accordance with the Fee Schedule provided in Exhibit A 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. Payment shall be made upon receipt and approval by the BDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDB and terminate June 30, 2018.

6. TERMINATION

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the

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

11. RELEASE

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

12. INSURANCE

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

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

C. **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 BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

D. **Cancellation**. Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the BDDB is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies as evidence by an endorsement to the policies which shall be

attached to the certificates of insurance. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". In the event Contractor's insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the BDDB within four working days of Contractor's receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

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

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

G. **Specific Provisions Required.**

(1) Each policy shall expressly provide, and an endorsement shall be submitted to the BDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; 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, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; 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, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

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

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the BDDB. In any action, suit or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

BDDB:

Facilities Manager
Buckman Direct Diversion
341 Caja Del Rio Road
Santa Fe, NM 87506
Email: cmvokes@ci.santa-fe.nm.us

With a copy to:

Nancy R. Long, Esq.
BDDB Independent Counsel
Long, Komer & Associates, P.A.
2200 Brothers Road
P. O. Box 5098
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

CONTRACTOR:

Excel Staffing Companies, LLC
1700 Louisiana Blvd. NE, Suite 210
Albuquerque, NM 87110-7024
Email: diana@excelstaff.com

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 email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email 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 BDDB

By: _____
Charles Vokes, BDD Facilities Manager

Date: 19 Apr 17

APPROVED AS TO FORM

_____
Nancy R. Long, BDDB Counsel

APPROVED

_____
Adam K. Johnson, City Finance Director ATJ

7280000.510310.810010

ATTEST

_____
Yolanda Y. Vigil, City Clerk CAS

File Date: 4-26-17

CONTRACTOR:
Excel Staffing Companies, LLC

Signature: _____

Printed Name: Diana Martinez

Title: N. Area Manager

Date: 4/19/17

NM Taxation & Revenue
CRS # 01761574007

City of Santa Fe Business
Registration # 14-00092786

Exhibit A

Scope of work:

Excel staffing is to provide a General Clerk III to perform duties as listed below.

Buckman Direct Diversion Administrative Duties

- Assists in coordinates activities
    - Tours, events and employee gatherings
- Schedules and coordinates meetings
- Performs a variety of secretarial and administrative detail work;
    - Answer phones and direct calls to personnel
    - Types and prints correspondence
    - Assist with specialized projects utilizing excel, power point and other Microsoft applications
    - Facility Mail (Deliveries/Interoffice/USPS/FedEx)
    - Updating Community Calendar Board
    - Assist in routing timesheets
- Reports routinely to supervisor on various projects
- Attend various meeting
    - Take minutes and/or operate recording equipment
- Oversees and administers office supplies and equipment (copiers, scanners)
    - Monitor inventory of office supplies
    - Assures availability of needed materials
- Assists in preparing documentation for payments to vendors
    - Prepare weekly payment transmittals
    - Track payment status
    - Correspond with vendors
- Maintains record management system for office files
    - Copy, file and scan documents
- Generate and process purchase orders utilizing Enterprise One Software
    - Track status of requisitions
    - Track balances on open purchase orders
    - Assist in negotiating vendor quotes
- Performs related duties as required by management

Fee Schedule:

- General Clerk III hourly rate $26.61
- Monday thru Friday, 8:00 a.m. to 5:00 p.m.
- Estimated 13 weeks @ 40 hours per week

ITEM # 18-0662

BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH EXCEL STAFFING COMPANIES, LLC
#17-0348

THIS AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated April 19, 2017 (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDB") and Excel Staffing Companies, LLC ("Contractor"). The effective date of this Amendment shall be the date it is executed by the Facilities Manager.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide a General Clerk III to perform administrative duties as described in Exhibit A attached hereto.

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

1. **COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Sixteen Thousand Dollars ($16,000.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed Twenty-Nine Thousand Eight Hundred Thirty-Seven and .20/100 Dollars ($29,837.20), inclusive of applicable gross receipts taxes to be billed in accordance with the updated fee schedule provided in Exhibit A 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. Payment shall be made upon receipt and approval by the BDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

2. TERM AND EFFECTIVE DATE.

Article 5, of the Agreement is amended to extend the term to terminate on June 30, 2019.

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 as of the dates set forth below.

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Charles Vokes, BDD Facilities Manager

Date: 12-5-18

CONTRACTOR:
Excel Staffing Companies, LLC

Signature: See Attached

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Nancy R. Long, BDDB Counsel

APPROVED

6/15/18
City Finance Director

7280000.510310.910010

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: 6-15-18

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Charles Vokes, BDD Facilities Manager

Date: _____

CONTRACTOR:
Excel Staffing Companies, LLC

Signature: Virginia Buckmelter
Printed Name: Virginia Buckmelter
Title: President
Date: 6 May 2018

APPROVED AS TO FORM

Nancy R. Long, BDDB Counsel

APPROVED

5/15/18
City Finance Director

7280000.510310.910010

ATTEST

_____
Yolanda Y. Vigil, City Clerk

File Date: _____

Exhibit A

Scope of work:

- Assists in coordinates activities
    - Tours, events and employee gatherings
- Schedules and coordinates meetings for Admin Personnel using Outlook
- Performs a variety of secretarial and administrative detail work
    - Answer phones and direct calls to personnel
    - Types and prints correspondence using Word, and Adobe Acrobat
    - Assist with specialized projects utilizing excel, power point and other Microsoft applications
    - Facility Mail (Deliveries/Interoffice/USPS/FedEx)
    - Updating Community Calendar Board
- Reports routinely to supervisor on various projects
- Attend various assigned meetings
    - Take minutes and/or operate recording equipment
- Oversees and administers office supplies and equipment (copiers, scanners)
    - Monitor inventory status
    - Assures availability of needed materials
- Assists in preparing documentation for payments to vendors
- Maintains record management system for office files
    - Copy and scan Accounts Payable documents
- Generate and process purchase orders utilizing Enterprise One Software and Excel Software
    - Track status of requisitions
    - Assist in negotiating vendor quotes
- Performs related duties as required by management
- Looks for opportunities to create efficiencies in processes and communicates findings to management
- Builds and maintains professional relationships
- Ability to learn quickly complex processes

Fee Schedule:

- General Clerk III hourly rate $28.55
    - Upon notification, rates may be adjusted due to U.S. Department of Labor increase in Health and Welfare.

ITEM # 18-1095

BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH EXCEL STAFFING COMPANIES, LLC
#17-0348

THIS AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated August 28, 2017, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDB") and Excel Staffing Companies, LLC ("Contractor"). The effective date of this Amendment shall be the date it is executed by the Facilities Manager.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide a General Clerk III to perform administrative duties as more fully described in Exhibit A attached hereto.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDB and 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 Seventeen Thousand One Hundred Thirty Dollars ($17,130.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed Forty-Six Thousand Nine Hundred Sixty-Seven and .20/100 Dollars ($46,967.20), inclusive of applicable gross receipts taxes to be billed in accordance with the updated fee schedule provided in Exhibit A 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. Payment shall be made upon receipt and approval by the BDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

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. 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: _____
Nick Schiavo,
Acting BDD Facilities Manager

Date: 9/27/18

CONTRACTOR:
Excel Staffing Companies, LLC

Signature: Virginia Buckmelter
Printed Name: V. Buckmelter
Title: President
Date: 1 Oct 2018

APPROVED AS TO FORM

Nancy R. Long, BDDB Counsel

APPROVED

City Finance Director

7280000.510310.910010

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: 10/12/18

ITEM # 19-0099

BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
WITH EXCEL STAFFING COMPANIES, LLC
#17-0348

THIS AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated April 19, 2017, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDB") and Excel Staffing Companies, LLC ("Contractor"). The effective date of this Amendment shall be the date it is executed by the Facilities Manager.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide a General Clerk III to perform administrative duties as described in Exhibit A attached hereto.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDB and 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 Thirteen Thousand Thirty-two dollars .80/100 ($13,032.80) inclusive of applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed Sixty Thousand Dollars ($60,000.00), inclusive of applicable gross receipts taxes to be billed in accordance with the updated fee schedule provided in Exhibit A 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.

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

2. AGREEMENT IN FULL FORCE.

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Nick Schiavo,
BDD Interim Facilities Manager

Date: 12/7/18

CONTRACTOR:
Excel Staffing Companies, LLC

Signature: Ginny Buckmelter
Printed Name: Ginny Buckmelter
Title: President
Date: 1/8/2019

APPROVED AS TO FORM

_____
Nancy R. Long, BDDB Counsel

APPROVED

_____
Mary T. McCoy, City Finance Director

7280000.510310.910010

ATTEST

_____
Yolanda Y. Vigil, City Clerk

File Date: 2-13-19

Memorandum

Buckman Direct Diversion

Date: April 4, 2019

To: Buckman Direct Diversion Board

From: Mackie Romero, BDD Financial Manager

Subject: IntraWorks, Inc. Professional Services Agreement

Item and Issue:

Request for approval of a Services Agreement with Intra Works, Inc. in the amount of $87,921.55 exclusive of NMGRT to support the BDD Security System Repair and Upgrade Project.

Background and Summary:

In 2016, the Buckman Direct Diversion staff began the BDD Security System upgrade and repair project. In preparation of the project we invited 10 security system integrators to review the current systems and provide quotes with options to gradually upgrade and repair the entire system within the next four years. Intra Works, Inc. provided the lowest bid and they currently have a CES Cooperative Agreement 15-022B-C106.

Phase IV of the Security System Repair and Upgrade Project will consist of the following:

- Replacement and installation of 15 new IP cameras at various locations throughout the plant.
- Installation of 1 new IP Cameras at the Maintenance building location.
- Hardware and current software upgrades

In order to operate and maintain this system, as well as meet Homeland security requirements, it is imperative that we replace failing equipment with more robust equipment that will provide higher quality imaging that is compatible with the current system upgrades. This phase of the project was included in our FY18/19 Adopted Budget. The final phase of the project is the Access Control Migration which has been included in the FY19/20 Operating Budget request for an estimated cost of $250,000.

Action Requested:

Staff recommends approval of a Services Agreement with Intra Works, Inc. in the amount of $87,921.55 exclusive of NMGRT.

Fiscal Year	Business Unit/Line Item/Description	Amount
2018/2019	7280000.520150 Rep & Maint System Equip	$87,921.55

Approved by BDDB April 4, 2019

Councilor Peter Ives, BDDB Chair

BUCKMAN DIRECT DIVERSION BDDB
SERVICES AGREEMENT
WITH INTRAWORKS, INC.

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDB") and IntraWorks, Inc. ("Contractor") as procured and awarded through CES. The effective date of this Agreement shall be the date when it is executed by the BDDB.

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDB described as follows:

A. Replacement and installation of fifteen (15) older cameras to Avigilon cameras at various locations throughout the plant.

B. Install one (1) Avigilon camera at Maintenance Building location.

C. Provide all necessary hardware to inter-connect to the existing security system.

D. Installation shall include all cable, miscellaneous equipment, material, license, programming, training, testing and commissioning.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. Compensation under this Agreement shall be Eighty-Seven Thousand Nine Hundred Twenty-One and 55/100 ($87,921.55) plus applicable gross receipts tax, as described in Exhibit A.

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDB and terminate June 30, 2020.

6. TERMINATION

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDB.

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

C. **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) **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, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

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

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

provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico.

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

G. **Specific Provisions Required.**

(1) Each policy shall expressly provide, and an endorsement shall be submitted to the BDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; 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, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; 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 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, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; 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.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the BDDB and Contractor. No person shall claim any

right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

16. RECORDS, DOCUMENT CONTROL AND AUDIT

A. Contractor shall conform with and participate in the Document Control policies of the BDDB or 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 City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDB and 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 City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the BDDB. In any action, suit or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

BDDB: Rick Carpenter
Interim Facilities Manager
Buckman Direct Diversion
341 Caja Del Rio Road
Santa Fe, NM 87506

With a copy to: Nancy R. Long, Esq.
BDDB Independent Counsel
Long, Komer & Associates, P.A.
P. O. Box 5098
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

CONTRACTOR: IntraWorks, Inc.
7910 Lorraine, Ct NE
Albuquerque, NM 87113
Attn: Martin Flores
Email: mflores@intraworksusa.com

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 email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email 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.

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Councilor Peter Ives, BDDB Chairman

Date: _____

APPROVED AS TO FORM

_____
Nancy R. Long, BDDB Counsel

APPROVED

_____
Mary T. McCoy, City Finance Director

7280000.520150.742010

ATTEST

_____
Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:
IntraWorks, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue
CRS # _____

City of Santa Fe Business
Registration # _____

"Exhibit A"

Camera Replacement:

QTY	Description	Unit	Total	Disc.	Amount
1	AVIGILON 16C-ACC6-ENT 16 CHANNEL LICENSE ENTERPRISE	$4,495.00	**$4,495.00**	**11%**	**$4,000.55**
15	5.0L-H4A-BO1 5.0 Megapixel, LightCatcher, 4.3-8mm f/1.8 P-i Self-Learning Video Analytics	**$1,155.00**	**$17,325.00**	**11%**	**$15,419.25**
15	H4-BO-JBOX1 Junction box for the H4A HD Bullet, H4SL HD Bullet, or H4 Thermal cameras.	$90.00	**$1,350.00**	**11%**	**$1,201.50**
14	H4-MT-POLE1 Pole mount adapter for use with H4A-MT-WALL H4F and H4 PTZ cameras.	**$90.00**	**$1,260.00**	**11%**	**$1,121.40**
4	H4-MT-CRNR1 CORNER MOUNT ADAPTER	**$90.00**	**$360.00**	**11%**	**$320.40**
5	2.0C-H4PTZ-DP30 2MP PTZ CAMERA	$2,660.00	$13,300.00	**11%**	**$11,837.00**
5	MNT-PEND-WALL Compact wall bracket for use with H3PTZ-DP and H3-DP Pendant Dome Cameras	$90.00	**$450.00**	11%	**$400.50**
2	MNT-AD-POLE-B Pole mount adapter for use with MNT-PEND-WALL, H3-BO-IB or HD Bullet Camera	$90.00	**$180.00**	**11%**	**$160.20**
5	POE-INJ2-60W-NA 60 WATT POE INJECTOR	$150.00	**$750.00**	**11%**	**$667.50**
			Video Surveillance & Management Systems Proposal Sub-Total*		**$35,128.30**

*Pricing shown does not include taxes

Labor CES

QTY.	Description	Unit	Total	Disc.	Amount
	Project Design / Development Consultant	$65.00	238	0%	**$15,470.00**
	Installer / Tradesman	$55.00	607	0%	**$33,385.00**
			Tax on Labor Proposal Sub-Total*		**$48,855.00**

Video Surveillance Equipment Proposal Sub-Total	$35,128.30
Labor Sub-total	$48,855.00
Taxable Sub-Total	$83,983.30

New Camera Add-On:

QTY	Description	Unit	Total	Disc.	Amount
1	AVIGILON 1C-ACC6-ENT SINGLE CAMERA LICENSE	$335.00	$355.00	11%	$298.15
1	2.0C-H4A-BO1-IR 2MP BULLET CAMERA	$1,000.00	$1,000.00	11%	$890.00
1	H4 BO JBOX1 MOUNTING BOX FOR BULLET	$90.00	$90.00	11%	$80.10
			Video Surveillance & Management Systems Proposal Sub-Total*		$1,268.25

*Pricing shown does not include taxes

Labor **CES**

Description	Unit	Total	Disc.	Amount
Project Design / Development Consultant	$65.00	14	0%	$910.00
Installer / Tradesman	$55.00	32	0%	$1,760.00
		Tax on Labor Proposal Sub-Total*		$2,670.00

Video Surveillance & Management Systems Proposal Sub-Total $3,938.25

Camera Replace Sub-Total	**$83,983.30**
Camera Add-On Sub-Total	**$ 3,938.25**
GRAND TOTAL	**$87,921.55**

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 Intra Works, Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $87,921.55

Termination Date: June 30, 2020

☑ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Contract is for: Security System Repair and Upgrade Project.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by BDDB Date: _____

☐ or by Project Manager Date: _____

Amendment is for:

---

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

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Cooperative Procurement CES Agreement 15-022B-C106.

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

_____
Purchasing Approval

7 **Funding Source:** BDD Operating Fund **BU/Line Item:** 7280000.520150.742010

_____
Budget Officer Approval

Comments or Exceptions: _____

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

9 **Staff Contact who completed this form:** Mackie Romero, BDD Financial Manager

Phone # 955-4506

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

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

EXTENSION OF CONTRACT

made by and between

INTRAWORKS INC

and

Cooperative Educational Services

Said Contract(s) being numbered:

15-022B-C106-ALL Low Voltage Systems Products and Construction Services for Intercom Systems, Sounds, Video, Voice, Data Collection and Distribution, Clock S

The existing Contract initially commenced on October 26, 2015 and will expire on October 26, 2018. The Term of Contract and Extension in 2015-022 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through October 25, 2019. Cooperative Educational Services desires to extend the Contract for the final term of one (1) year until October 25, 2019. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2015-022 RFP C

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature _____ Date October 10, 2018

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature Kevin Mayer Date 10.18.2018

Printed Name Kevin L. Mayer / President Title President

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 10/26/18

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective 10/26/2018

Authorized Signature _____ Date _____

ALBUQ-5 OP ID: PW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Steidley Agency, Inc.
10701 Lomas Blvd. NE Suite 106
P.O. Box 14118
Albuquerque, NM 87191

CONTACT NAME: Pamela Jaramillo
PHONE (A/C, No, Ext): 505-268-4381 FAX (A/C, No): 505-268-1436
E-MAIL ADDRESS: pamela@steidleyins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	18058
INSURER B : Ohio Security Ins. Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Intraworks, Inc &
Security Source USA Inc
7910 Lorraine Ct. NE
Albuquerque, NM 87113

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		PHPK1758907	01/01/2018	01/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK1758907	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PHUB613425	01/01/2018	01/01/2019	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6414989388	01/01/2018	01/01/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proj: Buckman Direct Diverson per 3/3/17 Memorandum. G.L. Coverage is Primary & Non-Contributory per form PI-MANU-1 Work Comp waiver of subrogation endorsed per contractual agrmnt. Endorsement ordered providing 30 days advance notice if the policy is canceled by the company other than for nonpayment of premium. Buckman Direct Diverson is named as Additional

CERTIFICATE HOLDER

BUCKMAN

Buckman Direct Diversion
341 Caja Del Rio Rd
Santa Fe, NM 87506

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Date: **April 4, 2019**

To: **Buckman Direct Diversion Board**

From: **Daniela Bowman, BDD Regulatory Compliance Officer** DKB

Subject: **BDD Source Water Protection Plan 2019**

ITEM AND ISSUE:

Request for approval of the BDD Source Water Protection Plan 2019.

BACKGROUND AND SUMMARY:

The NMED DWB (Drinking Water Bureau) assists communities in the protection of their drinking water systems through the Source Water Protection Program. By participating in this voluntary program, communities can assess their water systems to identify and manage actual or potential sources of contamination to the drinking water supply. The Source Water Protection Plan (SWPP) benefits the public water system by providing management and implementation strategies to ensure the security of the drinking water supply.

The BDD SWPP was initially developed in 2017 by the NMED's contractor Daniel B. Stephens & Associates, Inc. (DBS&A) for the Buckman Direct Diversion (BDD). BDD staff had reviewed that plan and finalized it with the help of the Source Water Protection team, comprised of BDD staff, NMED DWB SWP program Project Manager, City of Santa Fe, and County of Santa Fe staff.

BDD Board and the BDD Source Water Protection Team are responsible for implementing the SWPP and updating the plan on a regular basis.

ACTION REQUESTED:

Staff recommends approval of the BDD SWPP 2019.

Approved by BDDB April 4, 2019

_____

Councilor Peter Ives, BDDB Chair

Source Water Protection Plan

Buckman Direct Diversion

2019

Buckman Direct Diversion

Source Water Protection Plan

Public Water System # 3502826

CONTRIBUTORS

The initial draft of this Plan was prepared for *Buckman Direct Diversion (BDD)* under a New Mexico Environment Department Drinking Water Bureau *(NMED DWB)* contract by *Daniel B. Stephens & Associates, Inc.* The initial draft incorporated comments from *LANL* staff and final draft was completed on July 31, 2017.

Staff members from *Los Alamos National Laboratory (LANL)* submitted comments to the initial draft prepared by *Daniel B. Stephens & Associates, Inc.* on June 30, 2017.

New Mexico Environment Department Drinking Water Bureau (NMED DWB) reviewed the final draft and made suggestions for additions to that draft on September 26, 2017.

BDD staff reviewed and revised the final draft prepared by *Daniel B. Stephens & Associates, Inc.,* and incorporated the comments submitted by *LANL* and *NMED* as appropriate. The final plan was submitted to *NMED DWB* in October 2017.

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1. Introduction

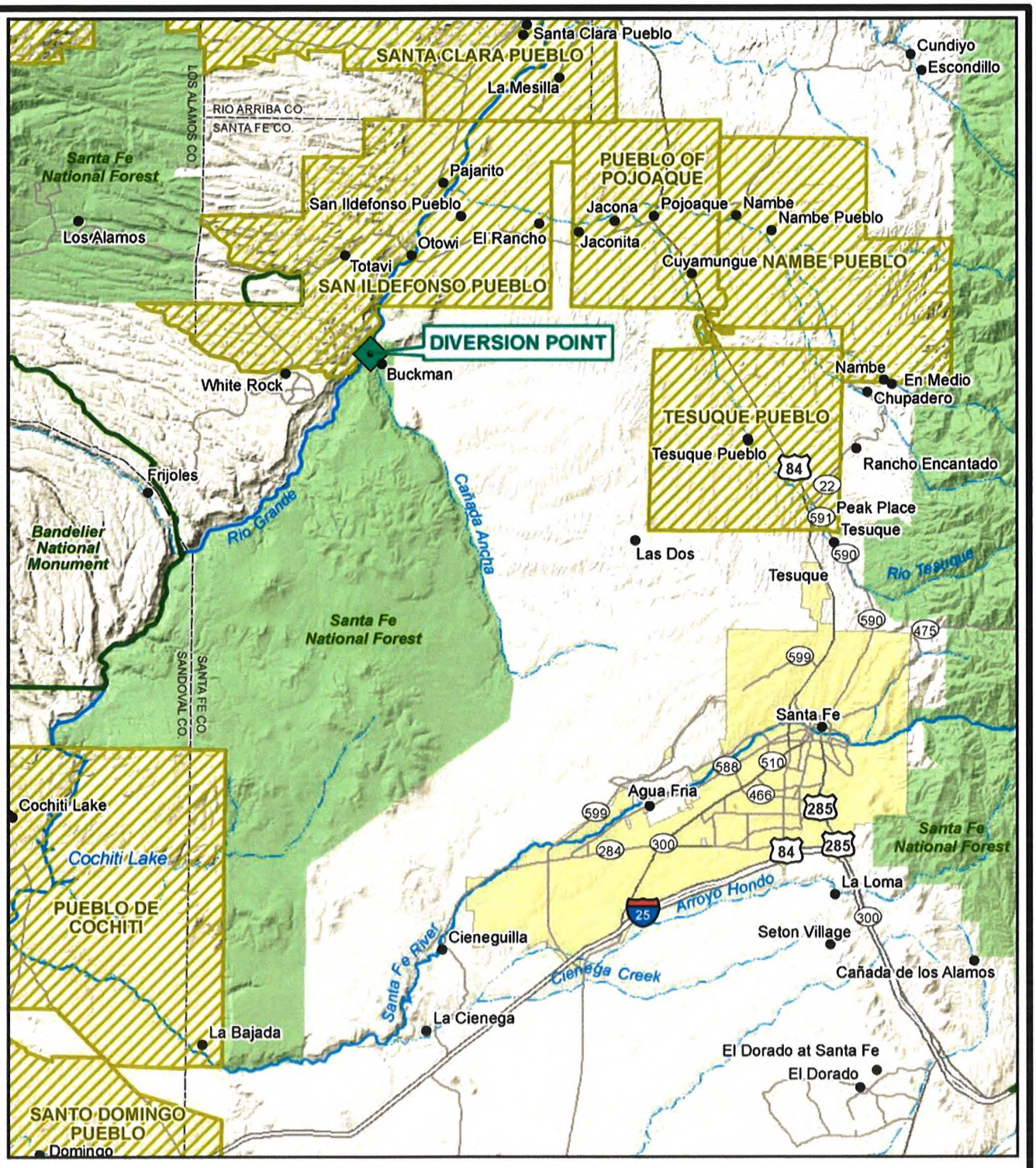
This source water protection plan (SWPP) has been prepared by Daniel B. Stephens & Associates, Inc. (DBS&A) for the Buckman Direct Diversion (BDD) (Figure 1), under contract with the New Mexico Environment Department (NMED) Drinking Water Bureau (DWB).

The NMED DWB assists communities in the protection of their drinking water systems through the Source Water Protection Program. By participating in this voluntary program, communities can assess a water system to identify and manage actual or potential sources of contamination to the drinking water supply. The program consists of a two-step process. The first step involves developing SWPP by describing the area(s) to be protected, identifying actual and potential contamination sources, and evaluating the susceptibility of the drinking water source area to contamination.

NMED encourages communities to complete the second step of the process: implementing the developed SWPP. The SWPP benefits the public water system by providing management and implementation strategies to ensure the security of the drinking water supply. Preventing contamination is much easier and less expensive than cleaning up a contaminated source or finding a new source.

This SWPP for the BDD has been developed using the *New Mexico Source Water and Wellhead Protection Toolkit* (NMED DWB, 2013). The plan identifies a Source Water Protection Team that has the responsibility of program development and implementation, thereby providing the community with the tools needed to prevent contamination of BDD's Source Water Protection Area.

This SWPP has been developed through the cooperation of DBS&A, the BDD Source Water Protection Team, and NMED DWB. This document identifies actual and potential sources of contamination to BDD's water sources and makes recommendations for preventing future contamination. BDD Board and the BDD Source Water Protection Team are responsible for implementing the SWPP and updating the plan on a regular basis.



BUCKMAN DIRECT DIVERSION PROJECT
SOURCE WATER PROTECTION PLAN
Vicinity Map

Daniel B. Stephens & Associates, Inc.
7/31/2017
JN NM15.0090

Figure 1

1.1 Purpose

The purpose of the Source Water Protection Program is to protect drinking water sources before they become contaminated. The SWPP provides the management tool for current and future approaches to prevent source water contamination, thereby protecting the drinking water system and customer health.

1.2 Source Water Protection Program Background

U.S. Congress amended the Safe Drinking Water Act in 1996 to provide for the assessment and protection of sources of public water supply. The U.S. Environmental Protection Agency (EPA) provides information and encourages partnerships for source water protection planning. States completed source water assessments for all public water systems between 2002 and 2006. States are now implementing strategies to help local communities use the information obtained from these assessments. States may also provide resources to help fund local protection activities, such as wellhead protection programs for groundwater and watershed management programs for surface water.

1.3 Revisions

1.3.1 Revision 2019

In 2019 BDD revised the original SWPP dated October 2017. The revision of February 2019 included revising the Source Water Protection Team members, updating the BDD production rates for 2017 and 2018 and the corresponding tables and graphs, updating the Santa Fe County per capita daily use for 2017 and its corresponding table and graph, and selecting the BDD Actions Items. The BDD Board approved the Plan during the April 2019 Board meeting.

2. Source Water Protection Team

The Source Water Protection Team has the responsibility for input to the SWPP and also for the implementation of the recommended action items in the SWPP. The NMED guidance suggests that the Source Water Protection Team include water system representatives, water consumers, and community stakeholders. The BDD serves Santa Fe County (the County), the City of Santa Fe (the City), and Las Campanas, and members from each of these entities are represented on the Source Water Protection Team. Members of the Source Water Protection Team are identified in Table 1.

Table 1. Source Water Protection Team

Name	Affiliation	E-mail
Rick Carpenter	City of Santa Fe, Water Division	rrcarpenter@santafenm.gov
Daniela Bowman	Buckman Direct Diversion	dkbowman@santafenm.gov
Randy Sugrue	Buckman Direct Diversion	rcsugrue@santafenm.gov
Danny Carter	Buckman Direct Diversion	djcarter@santafenm.gov
Jill Turner	New Mexico Environment Department	jill.turner@state.nm.us
Alex Puglisi	City of Santa Fe	aapuglisi@santafenm.gov
Alan Hook	City of Santa Fe	aghook@santafenm.gov
Melissa McDonald	City of Santa Fe	mamcdonald@santafenm.gov
Jerry Schoeppner	Santa Fe County	gerards@santafecountynm.gov

3. Water System Information

BDD is jointly owned by the City and the County of Santa Fe, with Las Campanas as a limited partner. By agreement between the City and County, the City currently provides financial and administrative support.

The BDD is governed by the BDD Board, established in 2005 by the Joint Powers Agreement. According to the agreement, "[g]overnance will be through a five member board consisting of two County Commissioners and two City Councilors and a qualified person (to serve a one year term but without term limits) appointed by a majority of the four Elected Officials." The BDD website describes the Board as follows:

> [T]he BDD Board is responsible for:
>
> - Diverting, treating, transmitting and delivering surface water by means of the BDD ... to the City and County and Independent Water Systems in accordance with respective diversion allocations and delivery demands;
> - Managing the Owners' Consultant Contract and supervising the performance of the Owners' Consultant;
> - Entering into the Design Build Contract and supervising performance of the Design Build Contractor;
> - Entering into the Project Management and Fiscal Services Contract and supervising the performance of the Project Manager; and
> - Entering into the Facility Operations and Procedures Agreement with Las Campanas.
>
> The BDD Board's authority and duties do not encompass:
>
> - The distribution of water to customers;
> - The assessment or collection of water charges;
> - The regulation of water use by customers or the ownership;
> - Acquisition or permitting of use of water rights or contract rights.

BDD diverts water from the Rio Grande for use by its customers. BDD's Rio Grande diversions fall under three different regulated water rights:

- San Juan-Chama (SJC) Project (Section 3.1),

- Office of the State Engineer (OSE) regulated rights, and
- Native Rio Grande water rights.

The OSE is charged with regulating the State's water resources. The OSE distinguishes between the SJC Project and native Rio Grande water rights. According to BDD, "[d]iversions of ... Rio Grande water will be reduced when Rio Grande flows measured at the Otowi Gage drop below 325 cubic feet per second (cfs), and stopped when flows drop to 200 cfs. These are unusually low flows that don't occur in normal years." However, the allocations from the SJC Project are not reduced during dry years, as SJC Project water is not native to the Rio Grande.

BDD began supplying water to its customers in 2011. The BDD's customers and BDD water system are discussed in more detail in Sections 3.2 and 3.3, respectively.

3.1 San Juan-Chama Project

The SJC Project is a U.S. Bureau of Reclamation (BOR) trans-basin transfer project and makes New Mexico's 11 percent allocation of Colorado River Basin water available to users in the north-central part of the state (namely, the Middle Rio Grande Basin). This project diverts water from three different headwater streams of the San Juan River in Colorado (Rio Blanco, Little Navajo River, and Navajo River). Diversions can occur anytime during the year as long as streamflow exceeds the minimum allowable amount, and total diversions cannot exceed 1,350,000 acre-feet in any 10-year period. The average annual yield is 96,200 acre-feet per year (ac-ft/yr). Diverted water travels underground for 27 miles across the Continental Divide into Heron Reservoir, located in Rio Arriba County, New Mexico at the confluence of Willow Creek and Rio Chama. The reservoir has a capacity of 400,000 acre-feet, approximately 4 years supply for its designated downstream contractors (Table 2). Water flows from Heron Reservoir southeast on the Rio Chama until it reaches the Rio Grande, approximately 5 miles north of Española (30 miles north of Santa Fe). Rio Grande water used by the City and County of Santa Fe under the SJC Project is diverted at the BDD and treated at the Buckman Regional Water Treatment Plant (BRWTP). Appendix A shows how water is transferred from Colorado into Heron Reservoir and into the Rio Grande.

Table 2. Contractors of San Juan-Chama Project Water

Contractor	SJC Allocation (ac-ft/yr*)
Municipal	
Albuquerque	48,200
City of Santa Fe	5,230
Santa Fe County	375
Los Alamos	1,200
Los Lunas	400
Twining Water and Sanitation District	15
Española	1,000
Taos	400
Belen	500
Bernalillo	400
Jicarilla Apache Nation	6,500
San Juan Pueblo	2,000
Irrigation	
Middle Rio Grande Conservancy District	20,900
Pojoaque Valley Irrigation District	1,030
Other	
Cochiti Reservoir (U.S. Army Corps of Engineers)	5,000
Taos Pueblo Settlement	2,990

*ac-ft/yr = Acre-feet per year

In 1976, the City, the Public Service Company of New Mexico (PNM) (which owned and operated the Santa Fe public water system at the time), and the County signed a 40-year contract with the BOR. The contract allotted 5,230 ac-ft/yr of SJC Project water to the City and 375 ac-ft/yr to the County, 5,605 ac-ft/yr total. In 2006, two permanent but separate contracts were signed between BOR and the City and County of Santa Fe for the same allocations of water.

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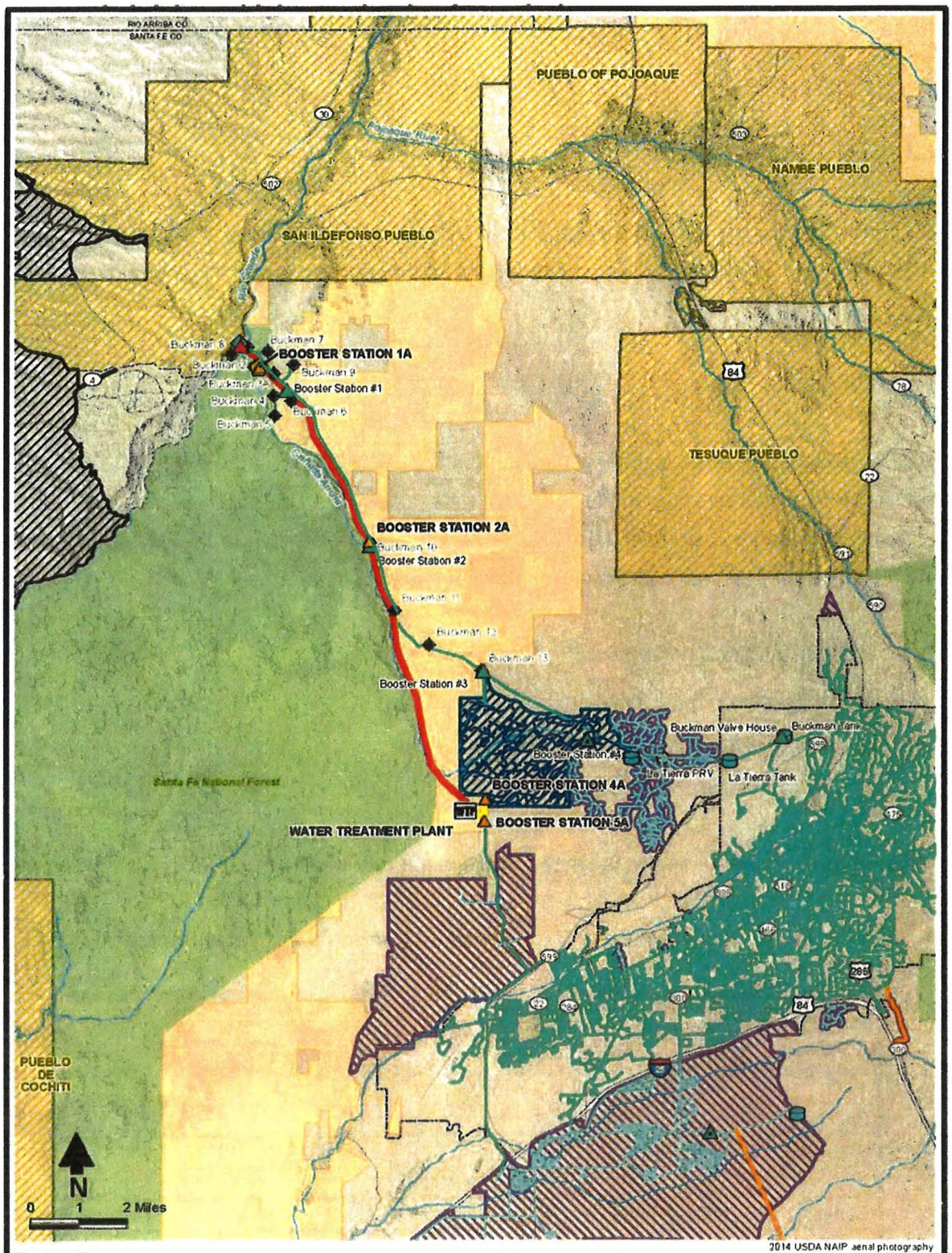


BUCKMAN DIRECT DIVERSION PROJECT
SOURCE WATER PROTECTION PLAN
Water System

Figure 2

Daniel B. Stephens & Associates, Inc.
7/31/2017 JN NM15 0090

3.2 BDD Customers

BDD has three customers: the City of Santa Fe, the County of Santa Fe, and Las Campanas. BDD's total annual allocations are 8,730 ac-ft/yr of which large percent belongs to the City of Santa Fe.

3.2.1 City of Santa Fe

The City of Santa Fe water system serves approximately 78,000 customers (NMED, 2014). The bulk of these customers are within the City limits. Also, the City has several water service agreements to serve customers within Santa Fe County. In addition to the BDD, the City has one additional surface water and two groundwater sources:

- Surface water from the Santa Fe River, and
- Groundwater from the Tesuque Formation at
  - City Well Field (CWF), and
  - Buckman Well Field (BWF).

Table 3 lists the maximum daily capacity of each of the City's sources.

Table 3. Maximum Daily Capacity of City of Santa Fe Water Sources*

Source	Maximum Daily Capacity* (mgd**)	Percent of Total (%)
Groundwater		
City Well Field	5.3	13.0
Buckman Well Field	12.4	30.5
Surface Water		
Canyon Road Water Treatment Plant	8.0	19.7
Buckman Regional Water Treatment Plant	15.0	36.9
Total	**40.7**	

*Source: Brown and Caldwell, 2009
**mgd = Million gallons per day

For more information about the City's sources and water system, see the City of Santa Fe's SWPP, prepared under separate cover (DBS&A, 2017).

3.2.2 Santa Fe County

The Santa Fe County water system is divided into two sectors, West and South, and serves approximately 3,500 accounts. The County's consumer confidence reports (CCRs) (https://www.santafecountynm.gov/public_works/utilities) describe the sectors as follows:

- The West Sector supplies potable water to users outside of the western boundary of the City of Santa Fe and within the boundary of the Historic Village of Agua Fria. These users are located in the areas of: Las Campanas Estates I & II, Aldea, Tessera, El Prado, La Serena, Los Sueños, Sonrisa, Northwest Ranches, and Vista Aurora Subdivisión. Water is also provided to the Las Campanas Water and Sewer Cooperative and to the Agua Fria Community Water System.

- The South Sector supplies potable water to users outside of the boundary of the City of Santa Fe in the areas including Campo Conejos, Turquoise Trail South, Rancho Viejo, Oshara Village, La Pradera, Valle Vista, the County Public Safety Complex, Turquoise Trail School, Las Lagunitas, and parts of La Cienega. Water is also provided to other systems, including the New Mexico National Guard, the New Mexico State Penitentiary, and the La Cienega Mutual Domestic Water Consumers Association.

The 2010 Census estimated that there were 6,992 housing units in the County water system, with an average household size of 2.52, giving a population of 17,620 served by the County water system. The Census estimated that 6,104 of these houses were occupied (888 were not), with a vacancy rate of 12.7 percent.

In addition to BDD, the County relies on the City of Santa Fe's water sources: Santa Fe River, CWF, and BWF. The County uses much of the City's water system infrastructure, although the County also owns and maintains its own storage tank, booster station, and pipelines (Figure 2).

The 2017 County's system-wide average daily demand (ADD) was 833,365 gallons of which the residential 2017 ADD was 529,904 gallons. Figure 3 shows the County's per capita daily use from 2010 to 2017. The system-wide per capita daily use during this period ranged from 62 to 140 gallons per capita per day (gpcd) (Table 4), with an average of 86 gpcd.

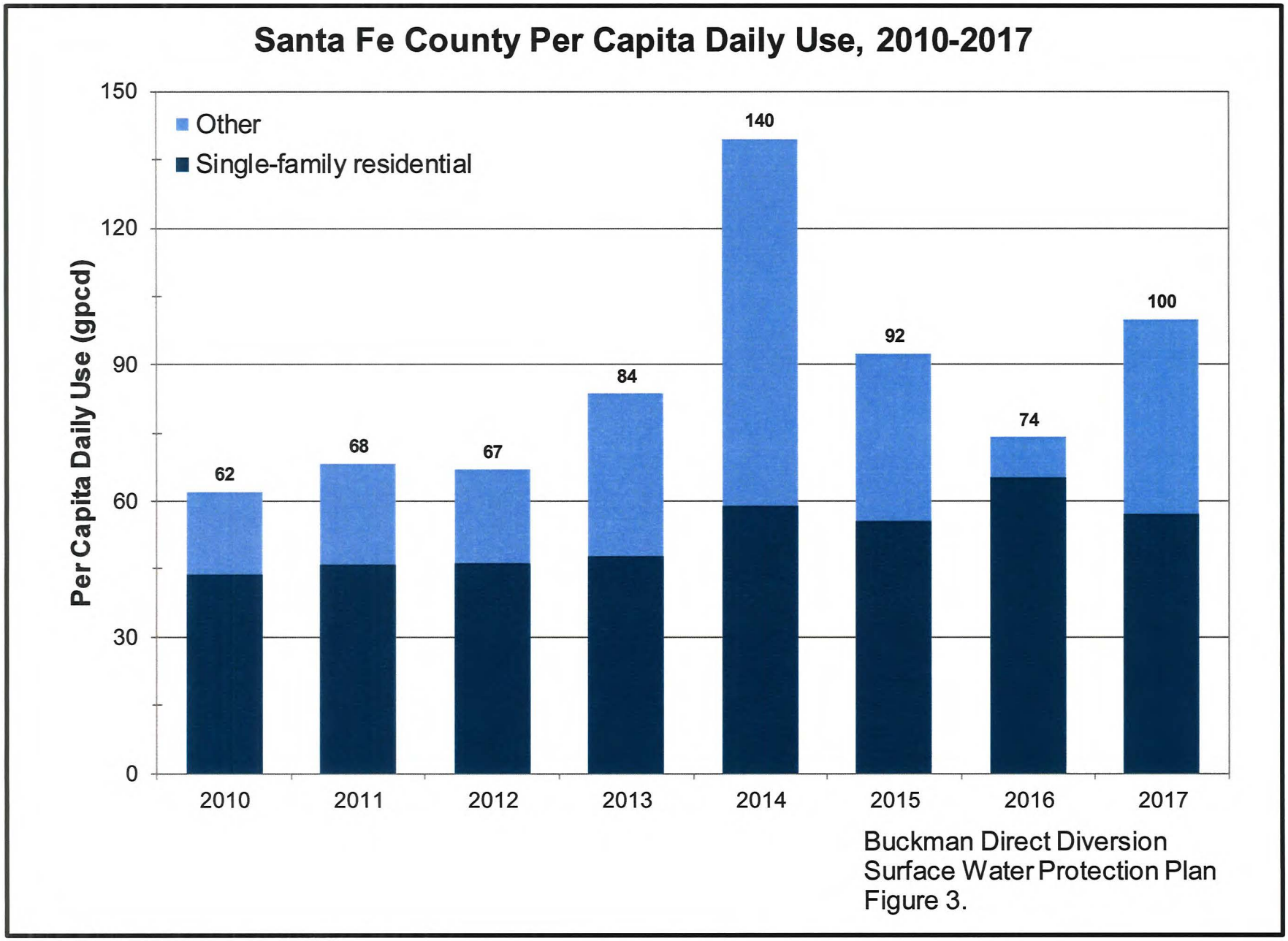
Table 4. Santa Fe County Per Capita Daily Use, 2010-2017

Year	Per Capita Daily Use (gpcd*)
2010	62
2011	68
2012	67
2013	84
2014	140
2015	92
2016	74
2017	100
Average	**86**

*gpcd = Gallons per capita per day

In the future, the County's water system commitments will be expanding in accordance with the Aamodt Settlement. The following excerpts from *Water Matters!* (2015) provide a brief overview of this case:

> The "Aamodt case" is a complex, long-running adjudication of water rights in the Pojoaque River watershed northwest of Santa Fe. In 1966, it was filed in federal court as State of New Mexico, ex rel. State Engineer, et al. v. Aamodt, et al. The parties include the State, through the State Engineer, about 5,600 non-Indian claimants, the Pueblos of Nambé, Pojoaque, San Ildefonso, and Tesuque, and governmental entities such as the county of Santa Fe, many acequias, the Pojoaque Valley Irrigation District, and several federal and state agencies. The rights being adjudicated include, but are not limited to, State water rights of non-Indians and government agencies for irrigation, domestic and commercial uses as well as the federal water rights of the Pueblos to historic, present, and future uses.



Buckman Direct Diversion
Surface Water Protection Plan
Figure 3.

[Aamodt Settlement highlights continues]

The Aamodt settling parties, seven governmental entities, including the state, and representatives from the non-Indian community, began negotiations in 2000. By 2004, a settlement was drafted and presented to the public. The settlement featured a regional water supply system for both Pueblos and non-Indians. In this first version of the settlement, all non-Indians had to hook up to the water system. After review and public discussion, the settling parties returned to the table to address non-Indian communities' concerns and to remove the mandatory provision for water-system hookup. The State of New Mexico, Santa Fe County, City of Santa Fe, representatives from non-Indian communities, and the four Pueblos signed the 2006 Settlement Agreement and sent it to Congress. For more information about the settlement process, please see the chapter "American Indian Water Right Settlements" in this edition of Water Matters!.

In the spring of 2010, the Stell Ombudsman Program conducted eleven public meetings for the County of Santa Fe to explain the settlement agreement. In December of 2010, Congress passed the Claims Resolution Act, which approved the Aamodt and other settlements, and the President signed it into law. The parties then adjusted the 2006 Settlement Agreement to conform to the Act, and in March of 2013, the agreement was formally signed by the Secretary of the Interior, Pueblo leaders, and state officials. In the early months of 2014, the Stell Ombudsman Program held thirty public meetings and office hours for the county of Santa Fe to explain the settlement agreement. Other interests also held public meetings.

The key provisions of the Aamodt settlement include:

- constructing a regional water system;
- providing non-Indians with a choice of whether to join the settlement, and upon joining, a choice of whether to hook up to the regional water system;
- relinquishing existing Pueblo claims against non-Indians who join the settlement;
- closing the basin to new water right development following the entry of a Pueblo final decree by the court;
- metering all water uses in the basin;
- limiting Pueblo water use; and
- protecting existing uses.

The Regional Water System is a pipeline and water-distribution system which will have capacity to deliver water from the Rio Grande to the four Pueblos and to non-Indian residents. The system provides 2,500 acre-feet per year for Pueblo consumptive use. Santa Fe County is allowed to "piggy back" on the system with an extension to serve non-Pueblo domestic well owners who choose to connect and all future water development. The county portion of the system will

accommodate up to 1,500 acre feet per year. The county must make its sizing decision by September of 2017. Water for the regional water system will be diverted from the Rio Grande through infiltration well structures along the river banks on San Ildefonso Pueblo land above Otowi gage. This project is separate from Santa Fe's Buckman Diversion Project. The Bureau of Reclamation will build the system.

Prior to the passage of the Aamodt Litigation Settlement Act, the cost estimate for the settlement in 2006 dollars was $177.3 million ($106.4 million for the federal contribution, $49.5 million for the state contribution, and $21.4 million for the county's contribution). This cost estimate is indexed to accommodate economic changes. The majority of the funding is for the construction of the regional water system and for the acquisition of water rights for the Pueblos. In the Claims Resolution Act, Congress appropriated $81.8 million of the federal contribution and authorized an additional $92.5 million.

3.2.3 Las Campanas

There are two customers from the Las Campanas community: Las Campanas Water and Sewer Cooperative (the Co-op) and the Club at Las Campanas (the Club).

3.2.3.1 Las Campanas Water and Sewer Cooperative

The Co-op serves 656 water connections — an estimated population of 1,500 people (656 connections x 2.3 people per household). In 2016, the Co-op's ADD was 236,921 gallons, with a peak daily demand of 498,379 gallons.

Finished treated water travels via gravity flow from the City's 10 million-gallon storage tank to the Co-op's receiving station, where it is treated with sodium hypochlorite. The Co-op owns and maintains two underground storage tanks (0.75 million-gallon and 0.5 million-gallon) and 45 miles of pipeline, sized 4 to 18 inches, distributed among four pressure zones.

Table 5 shows the monthly water flow into the Las Campanas receiving station for the period of 2011 to 2016.

Table 5. Water Flow at Las Campanas Co-op Receiving Station, 2011-2016

Month	Flow (million gallons)					
	2011	2012	2013	2014	2015	2016
January	2.5	1.9	2.4	2.4	1.9	2.0
February	2.5	1.4	1.6	2.1	1.4	1.8
March	1.7	2.5	2.4	2.5	2.2	2.7
April	6.7	5.0	5.3	5.6	4.2	4.8
May	9.7	9.7	10.2	8.9	7.5	9.2
June	11.9	11.2	12.7	10.9	10.4	12.0
July	13.0	11.0	13.0	11.0	9.7	14.5
August	11.2	11.5	11.5	10.2	10.8	10.2
September	8.6	9.6	8.4	9.6	10.3	12.4
October	5.5	7.0	5.7	7.1	6.9	11.5
November	2.0	2.3	2.2	2.5	1.9	3.3
December	2.0	2.6	2.3	2.3	2.2	2.1
Total Annual	**77.3**	**75.6**	**77.9**	**75.0**	**69.5**	**86.5**

3.2.3.2 The Club at Las Campanas

The Club has two 18-hole golf courses and a driving range that make up a total of 140 acres of irrigated turf grass. On average, from 2010 to 2016, the Club has applied just shy of 600 acre-feet (200 million gallons) of water per year to maintain the turf grass. Table 6 shows the Club's monthly water usage from 2010 to 2016.

The Club obtains its water from several sources:

- The Club purchases approximately 75 ac-ft/yr of treated effluent from Las Campanas Water and Sewer Co-Op.
- The Club has access to around 250 ac-ft/yr of native Rio Grande water purchased through the Las Campanas Water Co-op.
- The Club leases 600 ac-ft/yr of SJC water from the Jicarilla Apache Tribe.
- The Club has a contract with the County for up to 600 ac-ft/yr of native Rio Grande water. Through this contract, the Club also has access to emergency Buckman wells water.

Table 6. Water Usage by the Club at Las Campanas, 2010-2016

Month	Irrigation Water Use (million gallons)						
	2010	2011	2012	2013	2014	2015	2016
January	0.3	0.8	0.6	0.1	3.0	0.0	0.0
February	0.0	1.1	1.2	2.7	5.1	0.3	1.3
March	0.7	9.2	10.6	6.9	9.2	11.7	18.9
April	12.2	20.9	18.9	23.7	25.8	22.9	17.9
May	25.3	29.6	32.6	31.2	29.4	22.8	29.0
June	35.0	41.2	40.6	43.3	36.1	35.6	36.9
July	19.2	38.3	27.8	29.5	29.8	19.6	33.0
August	21.8	22.1	26.9	22.5	23.7	26.7	13.9
September	23.6	18.2	21.0	15.7	21.3	22.1	20.3
October	11.2	11.4	17.9	15.3	16.0	14.6	22.1
November	3.1	4.6	5.1	3.7	6.7	5.4	3.4
December	1.6	0.1	0.0	0.6	1.2	0.5	0.9
Total Annual	**154.1**	**197.6**	**203.1**	**195.3**	**207.0**	**182.2**	**197.6**

The Club has one booster station (BS2A), three irrigation system pump-houses, two transfer pump stations, and five holding ponds. The holding ponds provide approximately 100 acre-feet of combined water storage capacity. Approximately 10 miles of 12-inch pipelines connect BS2A to the holding ponds. Watering requirements for the turf grass are determined by three on-site weather stations.

3.3 BDD Water System

The intake for the BDD system is located on the east bank of the Rio Grande in the historic town of Buckman, approximately 3.5 miles downstream of the Otowi Bridge. The U.S. Forest Service owns the land at the BDD intake. The surrounding area is a mix of Bureau of Land Management (BLM), San Ildefonso Pueblo, and private land (Figure 2). One lift station and two booster stations pump the raw water uphill approximately 1,100 feet in altitude and 11 miles in length via a 30-inch pipeline from the river to the BRWTP. The BRWTP is an advanced treatment facility. As shown in Appendix A, BDD applies the following water treatment processes (BDD, 2017):

1. River water is diverted through a riverside structure with fish screens. Larger sand particles are separated from the pumped raw water and returned to the Rio Grande. The remaining raw water is pumped to the BRWTP.

2. At BRTWP, raw water passes through three pre-sedimentation basins which allow remaining larger particles to settle to the bottom of the basins via gravity.

3. After the pre-sedimentation basins, water is mixed with a coagulant (ferric chloride) which causes even the finest particles to clump together. Ozone is added to oxidize organic material and improve the coagulation process.

4. Next, flocculation is achieved through gentle mixing. The tiny individual particles collide, stick together, and become larger and heavier. Contaminants and impurities are swept up and removed with the flocculated particles.

5. Plate settlers are used to provide very still conditions to separate by gravity the heavier floc particles from the water. The settled solids from this process are concentrated and dewatered in a centrifuge, and then disposed of appropriately.

6. After the plate settling the clarified water is filtered under low pressure through membranes with small pore size. This membrane filtration removes all of the particulate matter larger than 0.1 micrometer.

7. Ozone is applied once again to the clean water. It oxidizes dissolved organic material not previously removed and kills microbes. Residual ozone is then destroyed.

8. The water passes through granular activated carbon (GAC) contactors. The oxidized organics are removed by the biologically active carbon, which also works as a "polishing" process.

9. Chlorine and sodium hydroxide are added to disinfect the water and to correct the pH of the treated water. This protects against any contamination that might occur downstream in the pipes. Fluoride is added for dental health. Lastly, a corrosion inhibitor is included to help control lead and copper release from the pipes. The finished drinking water is stored in a 4 million-gallon tank. Two booster stations pump the treated water north and

south sending it to the City and County drinking water distribution systems for consumption by the public.

Finished water is pumped from BRWTP to BDD's booster station 4A (BS-4A), where it goes to the City's Buckman Wellfield Booster Station 3 and eventually on to the City's 10 million-gallon storage tank, or to booster station 5A (BS-5A), where it travels directly into the City's and County's distribution systems (Appendix A).

The maximum daily capacity of the BDD water treatment facility is 15 million gallons. However, BDD cannot pump more than 10.5 million gallons per day (mgd) until the City's dual pipeline project is complete. The BDD typically operates at an average of 5 mgd.

4. HYDROGEOLOGY

4.1 Regional Hydrogeology

Santa Fe County is located between the Jemez Mountains to the west and the Sangre de Cristo Mountains to the northeast. Both surface water and groundwater are available in the area.

BDD obtains surface water from the Rio Grande. The 2016 Jemez y Sangre Regional Water Plan (NM ISC and OSE, 2016) provides the following description of rivers in the area:

> The Rio Grande, which drains south through the region from Embudo to Cochiti Reservoir, is the major surface water feature (Figure 3-1), although use of this water is limited by provisions of the Rio Grande Compact. The provisions of the Rio Grande Compact effectively split the available surface water supply for the Rio Grande Basin above Elephant Butte Reservoir into the part north of the Otowi gage and the part south of the gage (see Section 5 for discussion of the Rio Grande Compact). The Rio Chama, which flows into the Rio Grande near the northwest boundary of the planning region, also contributes a significant amount of water to the region, much of it imported water from the San Juan-Chama Project. The Santa Fe River, which supplies a portion of the City of Santa Fe water supply, Galisteo Creek south of Santa Fe, and the Rio Nambe, Rio Tesuque and Pojoaque River north of Santa Fe are also important tributaries in the region. The quality of the surface water in the region is generally very good to excellent.

The Tesuque Formation, part of the Santa Fe Group aquifer, underlies the BDD area. Spiegel and Baldwin (1963) provides the following description of the Tesuque Formation:

> The Tesuque formation of middle Miocene to early Pliocene age, here named for the town of Tesuque, 5 miles north of Santa Fe ..., consists of several thousand feet of pinkish-tan soft arkosic, silty sandstone and minor conglomerate and siltstone...
>
> In the Santa Fe area, the Tesuque formation is generally exposed north of the Santa Fe River, and it is best exposed along the north edge of the Santa Fe area. The Tesuque, which represents the greater part of the Santa Fe group in the Santa Fe area, rests with at least local angular unconformity on the volcanic rocks of Oligocene and Miocene age and is overlain with angular unconformity by the Ancha formation. Although near its base the Tesuque includes sediments derived from Tertiary igneous rocks, it consists principally of debris from Precambrian rocks.

> The color of the Tesuque formation ranges from grayish orange to moderate reddish orange and light brown. The usual pinkish color is due largely to the predominance of reddish grains of microcline. Crossbedding is common, and molds of desiccation cracks have been noted on the under surfaces of sandstones that rest on siltstones. Cementation by calcium carbonate is common, and in many specimens the cement is crystalline. The conglomerate, which is coarse, is common near the mountain front but less common farther west, partly because in general the lower beds are exposed only near the mountains. Clay is present only in very small amounts, but silt and very fine sand form a large proportion of the unit. The sand in many of the sandstone beds is fairly well sorted.

Due to the depth of the City's Buckman wells and the hydrogeology of the area, there has been no evidence of any Buckman wells being under the influence of surface water, despite close proximity of several wells to the river, namely Buckman wells (BW) 1 and 8.

4.2 Water Sources

4.2.1 Rio Grande Source Water Quality

According to BDD (Bowman, 2017):

> The water quality of the Upper and Middle Rio Grande under base flow ("normal" or ambient) conditions is good overall, with few and occasional minor exceedances of individual water quality standards (NMED/DOE/OB, 2012). Sediments carried in stormwater flow conditions generally exhibit concentrations that are elevated above ambient levels for certain constituents that are attached to soil and sediment particles. Stormwater studies show a strong correlation between certain surface water contaminants such as radionuclides, polychlorinated biphenyls (PCBs), metals and suspended sediment concentrations. That is, many of the contaminants of concern and other chemical compounds have a strong affinity for and are bound to the particles and organic matter in suspended sediments. Storm flow events are short lived, transient, and their sediment loads fluctuate proportionately with changing flow.
>
> The quality of the surface water in the Rio Grande is subject to the Clean Water Act (CWA), and thus subject to the water quality standard listed in 20.6.4 NMAC. Specifically, BDD falls under the 20.6.4.114 NMAC segment of the river, and potential uses are listed in that subsection of the rules, which includes "public water supply." As such, even though the general water quality of this stretch is "good overall," this segment of the Rio Grande is impaired for uses such as irrigation and livestock watering due to the presence of contaminants at concentrations exceeding

certain standards. The 2018-2020 State of New Mexico Clean Water Act §303(d)/§305(b) Integrated List (pg. 190) https://www.env.nm.gov/wp-content/uploads/2018/03/Appendix-A-Integrated-List.pdf details all impaired uses and exceedances from standards for this stretch of the river. The figure below depicts many other stretches impaired for different uses in the region of BDD (NM ISC and OSE, 2016.)

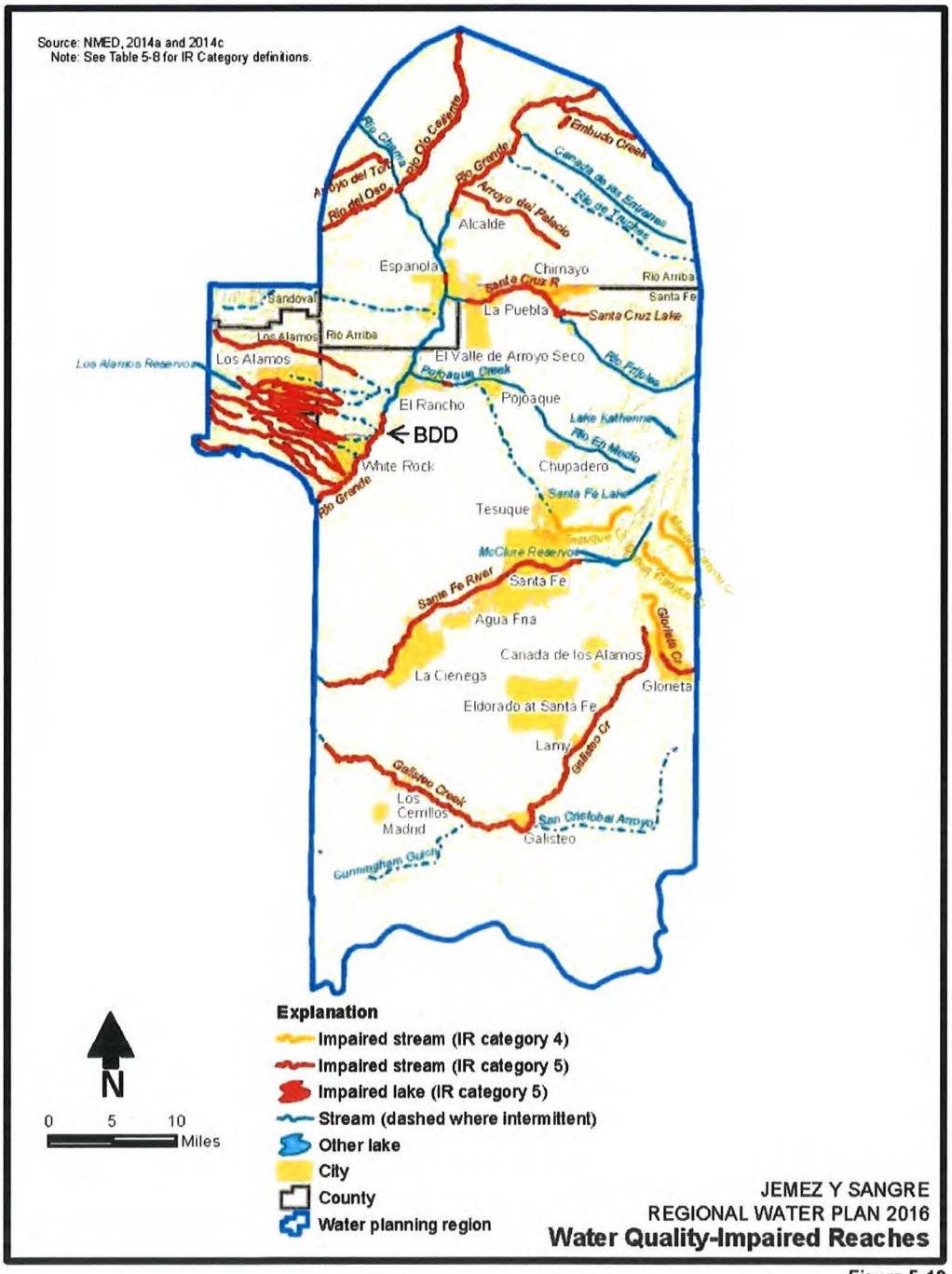


Figure 5-13

BDD used to monitor the quality of the Rio Grande as part of their National Pollutant Discharge Elimination System (NPDES) permit. EPA Region 6 has been satisfied with the results of the three years of BDD's monitoring of the Rio Grande. Since the NPDES permit has been renewed, BDD does not regularly sample the surface water as part of its NPDES permit. However, water quality of the Rio Grande continues to be monitored as part of the Section 7.1.1 program.

4.2.2 Drinking Water Quality Reports

Drinking water quality is monitored by the NMED DWB under the Safe Drinking Water Act. To protect public health, drinking water quality is checked against the national primary standards (maximum contaminant levels [MCLs]) for 87 constituents and secondary standards (secondary MCLs [SMCLs]) for 15 constituents.

U.S. EPA (2017b) defines primary and secondary standards as follows:

> EPA has established National Primary Drinking Water Regulations (NPDWRs) that set mandatory water quality standards for drinking water contaminants. These are enforceable standards called "maximum contaminant levels" (MCLs) which are established to protect the public against consumption of drinking water contaminants that present a risk to human health. An MCL is the maximum allowable amount of a contaminant in drinking water which is delivered to the consumer.
>
> In addition, EPA has established National Secondary Drinking Water Regulations (NSDWRs) that set non-mandatory water quality standards for 15 contaminants. EPA does not enforce these "secondary maximum contaminant levels" (SMCLs). They are established as guidelines to assist public water systems in managing their drinking water for aesthetic considerations, such as taste, color, and odor. These contaminants are not considered to present a risk to human health at the SMCL.

As required by the Safe Drinking Water Act, NMED DWB samples BDD's finished drinking water. Also, BDD conducts additional voluntary sampling of finished water. A summary of the results from 158 monitored constituents at BDD from 2011 to 2016 is presented in Appendix B. Of the 158 monitored constituents, only 57 have been detected at lower than standards' levels. For each tested constituent, the table provides the number of detected results, and the minimum, maximum and average value of all detected values.

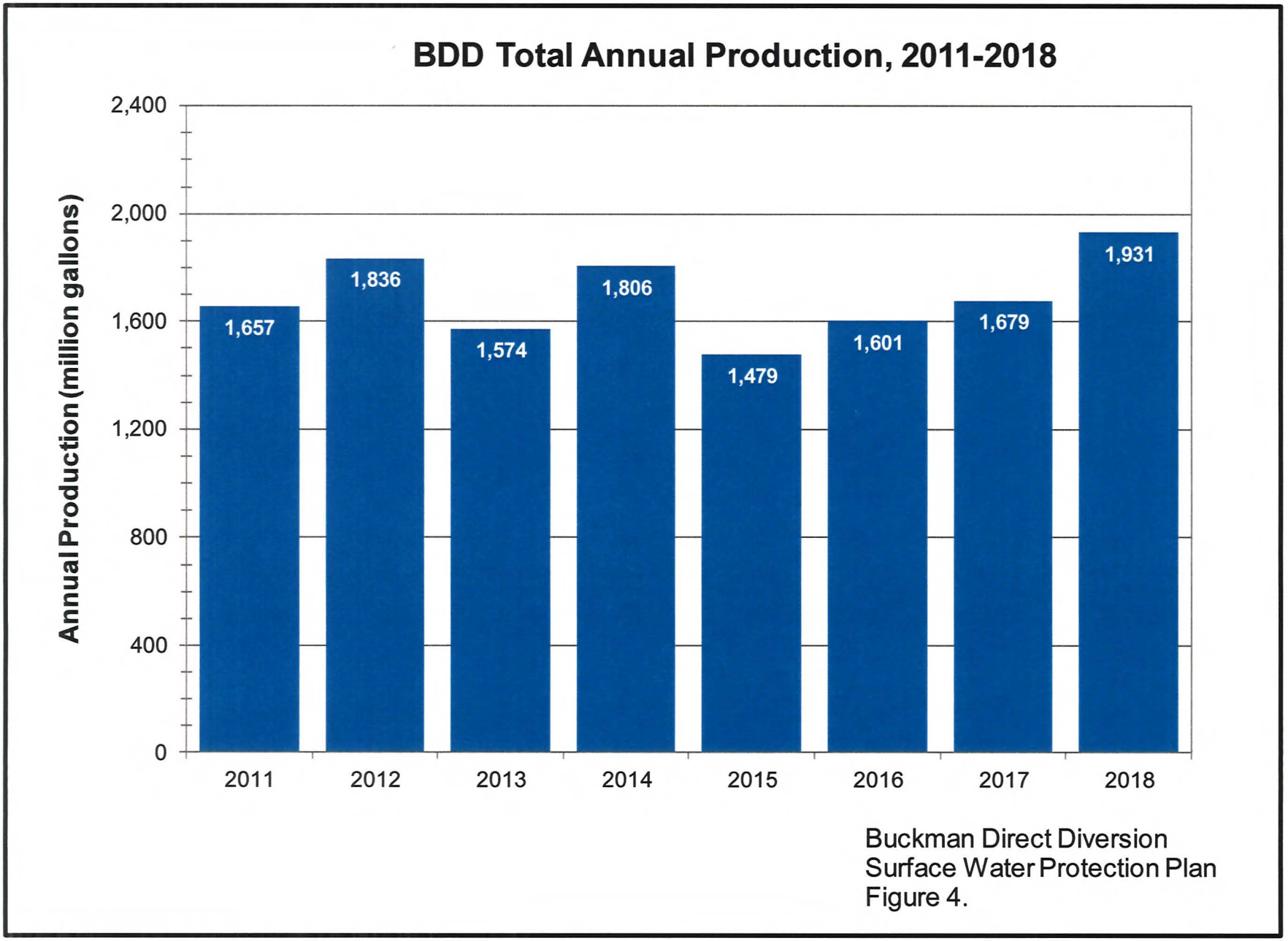
Public water systems report the results of required water quality sampling to their customers in a consumer confidence report (CCR.) due July 1st of every year. Results of BDD water quality testing are published under the Santa Fe City's CCR. The CCRs for 2015, 2016, and 2017 are provided in Appendix B, and show concentrations of the monitored constituents in comparison to MCLs. The results from the additional and voluntary drinking water testing are reported on the BDD web site. BDD had not exceeded any MCL since its start of operation in 2011.

4.2.3 Production Rates

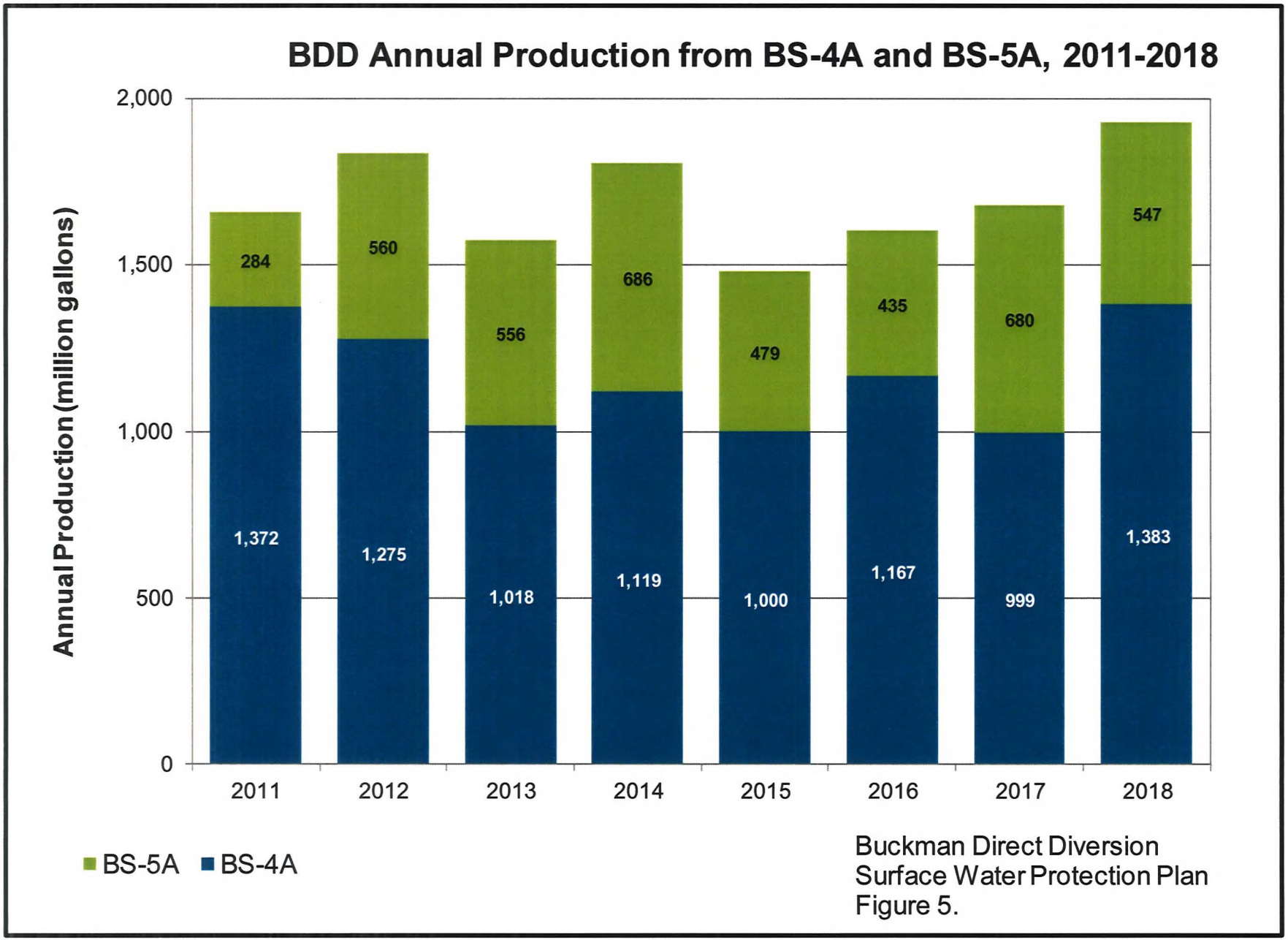
Table 7 summarizes the monthly production of finished water from BS-4A and BS-5A from 2011 to 2018. Figure 4 depicts the total annual production over this time period, while Figure 5 shows these data split by production from BS-4A and BS-5A. The lowest annual production since BDD opening was 1,479.3 million gallons in 2015; the highest was 1,930.5 million gallons in 2018.

Table 7. BDD Monthly Production, 2011-2018

Month	Production (million gallons)																							
	2011			2012			2013			2014			2015			2016			2017			2018		
	BS-4A	BS-5A	Total	BS-4A	BS-5A	Total	BS-4A	BS-5A	Total	BS-4A	BS-5A	Total	BS-4A	BS-5A	Total	BS-4A	BS-5A	Total	BS-4A	BS-5A	Total	BS-4A	BS-5A	Total
January	63.7	0	63.7	101.9	25.9	127.8	100.4	48.7	149.1	88.7	34.5	123.2	49.4	45.1	94.5	87.2	27.3	114.4	90.3	34.1	124.3	65.1	47.6	112.7
February	97.3	0	97.3	56.9	21.8	78.7	33.7	43.1	76.8	79.9	30.6	110.5	68.8	30	98.7	65.8	32.9	98.8	85.1	33.6	118.7	61.8	42.5	104.3
March	117.9	1.1	119	60.9	43.3	104.2	74.3	49.2	123.5	111.1	45.4	156.5	65.1	32.9	98	121	44.7	165.7	104.9	50.8	155.7	41.1	50.1	91.2
April	194.8	4.7	199.5	118.2	57.9	176.1	159.2	56.2	215.4	43.9	53.5	97.4	4.5	6.4	10.9	162.1	42.6	204.7	99.8	64.5	164.3	133.3	43.6	176.9
May	130.8	11.3	142.1	155.4	68.9	224.3	230.4	68.8	299.2	174.5	63.9	238.4	66.6	37.8	104.4	103.6	48.7	152.2	64.0	65.0	129.0	204.5	52.9	257.4
June	243.8	6	249.8	131	81.7	212.7	209.1	83.8	292.9	117.9	70.3	188.3	127.7	53.8	181.5	38.2	30.1	68.3	82.1	71.3	153.4	170.9	59.3	230.2
July	110.4	28.3	138.7	22.8	17.9	40.7	71.7	55.6	127.3	68.2	58.6	126.8	70.3	49	119.3	53.6	61.3	114.9	85.6	74.0	159.7	166.9	61.8	228.7
August	10	23.9	33.9	34.3	43.3	77.6	0.0	8.2	8.2	91.1	65	156.1	83.8	46.6	130.4	18.4	27.9	46.3	81.4	68.9	150.2	140.2	56.6	196.7
September	92.9	63.3	156.2	157.7	57.2	214.9	7.9	9.8	17.7	109.4	75.4	184.8	134	60.3	194.2	121.2	56.2	177.4	117.2	66.7	183.9	95.0	45.0	139.9
October	118.6	59.1	177.7	179	57.5	236.5	30.4	56.4	86.8	81.2	69	150.1	151.9	49.7	201.5	181.6	32.1	213.7	79.3	54.8	134.1	119.1	34.6	153.8
November	95.2	47.6	142.8	128.1	40.3	168.4	47.9	43.6	91.5	71.7	60.3	131.9	109.3	43.6	152.9	113	18.1	131.1	47.4	47.8	95.2	99.3	26.8	126.0
December	97	39.2	136.2	129.2	44.6	173.8	53.2	32.6	85.8	81.8	59.7	141.5	69.3	23.7	92.9	101.2	12.8	114	61.8	48.7	110.5	86.3	26.4	112.7
Total Annually	**1372.4**	**284.5**	**1656.9**	**1275.4**	**560.3**	**1835.7**	**1018.2**	**556.0**	**1574.2**	**1119.4**	**686.2**	**1805.5**	**1000.7**	**478.9**	**1479.2**	**1166.9**	**434.7**	**1601.5**	**998.8**	**680.1**	**1679.0**	**1383.3**	**547.2**	**1930.5**



Buckman Direct Diversion
Surface Water Protection Plan
Figure 4.



Buckman Direct Diversion
Surface Water Protection Plan
Figure 5.

5. Water Supply Changes and Impacts

5.1 Historical Change and Impacts

During the severe drought experienced by Santa Fe from the late 1990s to 2002, and despite ongoing and very successful water conservation programs, the Santa Fe region did not have enough reliable and sustainable drinking water sources to meet the growing needs. The City of Santa Fe and Santa Fe County designed a sustainable water supply project, the BDD project, to help protect our region from running out of water during a drought.

The project was needed to supplement the two sources of water the local community depended on – groundwater wells and reservoirs on the Santa Fe River. The groundwater wells were not sustainable at the pre-BDD pumping levels due to increasing demand, and the local reservoirs can run out of water during a dry year. BDD "promised" to provide a new source of water in addition to the existing supplies of surface water, and help the regional aquifer rest and recharge (refill) so that it will be here for the future generations. The City of Santa Fe and Santa Fe County constructed the BDD to add this source of water by diverting and treating water available from the Rio Grande that we already own but cannot access through groundwater pumping.

BDD came online in January 2011. In May 2011, after nearly a decade in development, the Buckman Direct Diversion Board (BDD) assumed responsibility for the day-to-day operations, management and maintenance of the Buckman Regional Water Treatment Plant (BRWTP) and facilities. This new water supply source is reliable, sustainable and provides flexibility in how we choose to use the different supply sources for water consumption. Operation of all four sources (Table 3) will continue to meet the needs of City and County water system customers, improve the regional public water supply under drought conditions, and replace unsustainable groundwater pumping making a drought reserve possible.

5.2 Need for Future Water Sources

BDD is currently able to meet the demand of its customers. There are no plans for expanding the BDD system or water rights holdings.

6. Source Water Protection Area

The source water protection area (SWPA) is described as a buffer around wells, reservoirs, and on either side of rivers, streams, and canals for use in identifying potential contamination from sources within close proximity. According to NMED guidance in the *New Mexico Source Water and Wellhead Protection Toolkit* (NMED DWB, 2013), the size of the SWPA depends on the characteristics of the water source.

For surface water sources, the SWPA begins 500 feet downstream of the intake and ends 10 miles upstream. Tributaries can be included within the SWPA on a case by case basis. For purposes of delineating surface water SWPAs, NMED distinguishes between two different types of watersheds, Type A and Type B, defined as follows:

- Type A watersheds are defined as having an area under 30 square miles. Buffer zones within the watershed are defined as follows:
  - Buffer Zone A is a 200-foot wide strip of land paralleling either bank of an active stream channel and/or extending from the mouth or inlet of an impoundment to the uppermost boundary of the watershed.
  - Buffer Zone B is a 300-foot wide strip of land beginning at the outside margin of buffer Zone A.
  - Buffer Zone C is the balance of the land area extending to the topographic boundary.
- Type B watersheds are defined as having an area over 30 square miles. Potential source of contamination (PSOC) inventories and susceptibility analysis are applied only to that portion of the watershed defined as "critical stream segments," as follows:
  - Buffer Zone A is a 200-foot wide strip of land paralleling either bank of an active stream channel.
  - Buffer Zone B is a 300-foot wide strip of land paralleling an active stream channel and beginning at the outside margin of Buffer Zone A.
  - Buffer Zone C is a ½-mile wide corridor of land paralleling either bank of an active stream channel.

The Rio Grande has a Type B watershed; therefore, the SWPA is subdivided into the following three zones:

- Zone A: radius of 0 to 200 feet from each stream bank
- Zone B: radius of 201 to 500 feet from each stream bank
- Zone C: radius of 501 to 2,640 feet from each stream bank

In addition to the Rio Grande, two other tributaries have been added to the BDD SWPA: Los Alamos Canyon and Guaje Canyon, both being dry canyons (ephemeral) and part of the Los Alamos Canyon watershed. When these ephemeral streams flow, they may carry the LANL-contaminated sediments to the Rio Grande. Over the years, LANL-contaminated sediments have settled along the banks of Los Alamos Canyon, especially in its lower portion. Englert (NMED DOE OB, 2011) found that most contaminated sediments transported to the lower Los Alamos Canyon from the contaminated sources (upper Los Alamos Canyon and Pueblo Canyon) settle in the lower Los Alamos Canyon and only small part (19%) of the mobilized contaminated sediments discharge to the Rio Grande. While Guaje Canyon is not known to be affected by LANL contamination, it flows into the lower Los Alamos Canyon, and can therefore remobilize contaminated sediments from the lower Los Alamos Canyon and discharge them to the Rio Grande.

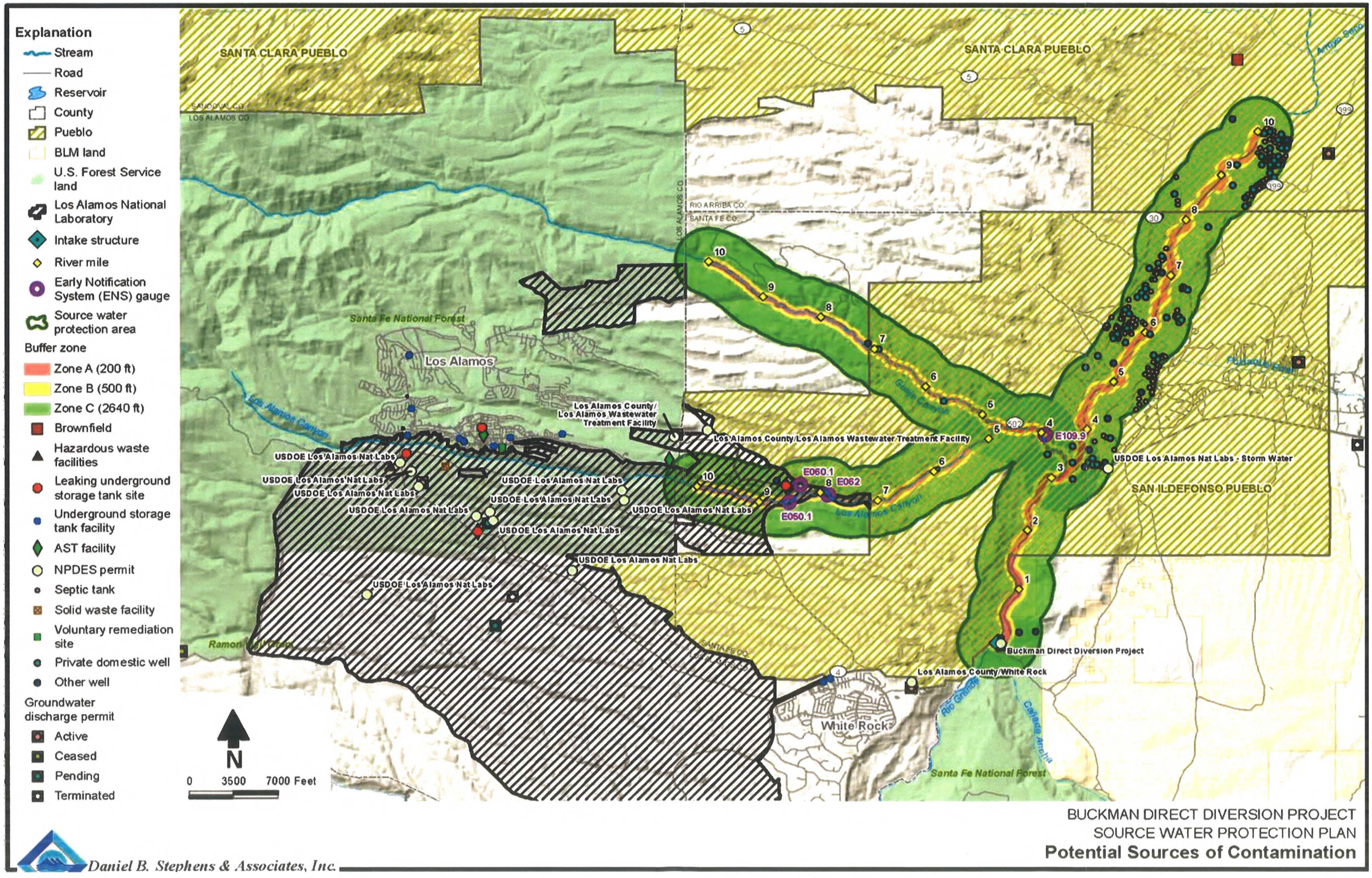
The BDD SWPA for the Rio Grande, including the delineated portions of Los Alamos Canyon watershed, is shown in Figure 6. The total area of the delineated SWPA is 22.03 square miles: 5.76 square miles in Los Alamos Canyon, 5.41 square miles in Guaje Canyon, and 10.86 square miles in the Rio Grande. For ease in identifying and tracing PSOCs, river miles have been added to the map, starting 500 feet downstream of the intake and moving upstream. The SWPA stretches 10 miles upstream along the Rio Grande and both tributaries. Guaje Canyon meets Los Alamos Canyon between Los Alamos Canyon river miles 4 and 5; the convergence of Los Alamos Canyon into the Rio Grande occurs between Rio Grande river miles 3 and 4. The stream and river mile will be stated in all text and table references (e.g., Los Alamos Canyon river mile 7 versus Guaje Canyon river mile 7 or Rio Grande river mile 7).

The delineated SWPA meets the criteria of the NMED DWB guidance for establishing an area to evaluate for PSOCs. DBS&A requested and received geographical information system (GIS) data

used in NMED DWB's Source Water Protection Atlas (NMED DWB, 2017), an interactive mapping tool that contains active and inactive drinking water sources, regulated sites, and other information. These GIS data were used to generate the maps showing the river's SWPA and PSOCs.

A map encompassing the PSOCs in all watersheds upgradient from BDD is included in Appendix E.

Figure 6. BDD PSOCs



7. Assessment of Potential Contamination Sources

For purposes of this plan, PSOCs are defined as any possible site or event that could, under any circumstance and time frame, lead to contamination of a water system's sources. Not all sites identified as PSOCs pose the same level of risk. Due to geology and infrastructure construction and present-condition, some PSOCs may pose little to no contamination risk, while others may pose an imminent threat. The susceptibility analysis provided in this plan evaluates the risks PSOCs pose to each source.

Several different resources were used to compile a list of all possible PSOCs within BDD's SWPA. The Source Water Protection Atlas is a database maintained by the NMED DWB (2017) containing information on sites that are registered with the state, such as wastewater discharge permits and fuel storage tanks. Because information included in the Source Water Protection Atlas is not inclusive of all potential sources of contamination, the assessment also included the EPA interactive map (U.S. EPA, 2017a), geologic reports, previous reports provided by BDD, the City of Santa Fe, and Santa Fe County, and input from the Source Water Protection Team and the public.

PSOCs can be either human-caused or naturally occurring. Both types of PSOC are found within BDD's SWPA, as discussed in the following subsections and shown on Figure 6.

7.1 Human Sources of Contamination

NMED has compiled an extensive list of human-caused PSOCs (Appendix C), with each assigned a unique three-letter map code. In Appendix C, the highlighted categories signify the sources that are not included in the Source Water Protection Atlas. The highlighted PSOCs include sources of commercial uses such as auto salvage, and sources of municipal/residential uses such as drainage features and detention/retention ponds. GIS data for septic tanks (map code RSF) were not included in any of the state's databases. Because no sewer service is available in the area, RSF sites were added for each building using aerial imagery from the U.S. Department of Agriculture (USDA) National Agriculture Imagery Program (NAIP) (dated 2014). Those human-caused PSOCs that can be mapped and are known to occur in BDD's SWPA are listed in Table 8.

Table 8. Human-Caused Potential Sources of Contamination

Map Code	Land Use	Description	Contaminants of Concern
ADC	Drainage canals, ditches or acequias-unlined	Runoff and infiltration	Pesticides, herbicides, fertilizers, nitrate, pathogens
Arroyo	Ephemeral stream	Runoff and infiltration	Pesticides, herbicides, fertilizers, nitrate, pathogens
CFA	Fuel storage tanks - above ground	Non-service station tanks	Gasoline, diesel fuel, organic/ inorganic chemicals
CFB	Fuel storage tanks - below ground	Non-service station tanks	Gasoline, diesel fuel, organic/ inorganic chemicals
CHG	Historic gasoline service station	Above/below ground storage tanks/operations	Gasoline, oils, solvents, automotive wastes, septage
CSS	Gasoline service station	Above/below ground storage tanks/operations	Gasoline, oils, solvents, automotive wastes, septage
ICC	Cement/concrete plant	Operations/maintenance/ storage	Organic/Inorganic chemicals, oils, natural gas, propane
MPW	Polluted Surface Water Sources	Naturally occurring/ anthropogenic	Sewage, pathogens, nitrate, metals, acids, bases, organic/inorganic chemicals
MRP	Primary road, highway, or arterial	Public street, thoroughfare, highway, or main road	Gasoline, diesel fuels, metals, stormwater runoff, hazardous materials, radiological materials
NPDES permit	National Pollutant Discharge Elimination System (NPDES) permit	Discharge from a point source into waters of the United States	Sewage, sewage sludge, metals, pathogens, organic/inorganic chemicals
PDW	Private domestic well	Private domestic well that is registered with the OSE	Conduit for any contaminant to enter aquifer
RSF	Residential septic system	Wastewater discharge to septic tank, leach field, or cesspool	Septage, pathogens, nitrate, ammonia, chloride, heavy metals, household pesticides, herbicides, cleaning agents and solvents, fuels

Note: The human-caused PSOCs listed in this table include only those that can be mapped. See the following subsections for discussion of others known to exist for the BDD system.

7.1.1 Los Alamos National Laboratory

ASTDR (2006).

(Page 3) **Site Description and Operational History**

LANL covers approximately 28,000 acres in north central New Mexico. Most of the laboratory lies within Los Alamos County; a smaller portion is in Santa Fe County. Albuquerque is approximately 60

miles to the southwest and Santa Fe is approximately 25 miles to the southeast. The Bandelier National Monument borders LANL's southwestern boundary. Los Alamos is adjacent to LANL's northern boundary and White Rock is adjacent to the southeastern boundary. The San Ildefonso Pueblo is to the east; national forest lands border the northwestern, the northern, and the southeastern LANL boundaries (Figure 1). Large parts of these areas remain undeveloped (LANL 1999).

(Page 5) **Environmental Setting**

The Jemez Mountains to the west and the Sangre de Cristo Mountains to the east dominate the vast, naturally beautiful landscape in which LANL is situated. The Rio Grande flows north to south, dividing the mountain ranges and, over geological time, contributing to the creation of the Pajarito Plateau, a volcanic shelf on the eastern slope of the Jemez Mountains on which LANL is situated. The plateau comprises finger-like mesas separated by steeply sloped canyons. Cut by intermittent streams, the canyons are oriented east-to-west, at right angles to the Rio Grande. The mesa elevations range from 7,800 feet (ft) at the base of the Jemez Mountains to 6,200 ft at their eastern end, where they rise above the Rio Grande Valley (LANL 1999).

Of all canyons on the Pajarito Plateau, Los Alamos Canyon and its tributaries (DP Canyon, Pueblo Canyon, Pueblo's tributary Acid Canyon, Bayo Canyon, and Guaje Canyon) drain into the Rio Grande River near the Otowi Bridge, approximately 3.5 miles upstream of the BDD Intake structure. The rest of the Pajarito Plateau canyons drain downstream from BDD.

Wastes discharged in Los Alamos watershed are listed in Reneau (1998):

TA-45 was the site of the first radioactive liquid waste treatment plant at the Laboratory, and radioactive effluent was discharged from TA-45 into Acid Canyon, a small tributary of Pueblo Canyon, between 1944 and 1964 (LANL 1981, 6059; LANL 1992, 7668). This effluent was untreated before 1951, when the first treatment plant became operational, and the highest concentrations of radionuclides were probably discharged before this time. TA-45 was the source for most of the plutonium-239,240 within the Los Alamos Canyon watershed and was also the source for other radionuclides present at much lower concentrations, including americium-241, cesium-137, plutonium-238, strontium-90, and tritium.

TA-21 was established in 1945 on DP Mesa and was the site of a plutonium processing plant and radionuclide research laboratories (LANL 1991, 7528). Treated radioactive liquid waste was discharged at the 21-011(k) outfall into DP Canyon, a small tributary of upper Los Alamos Canyon,

between 1956 and 1985. The 21-011(k) outfall was the source for most of the americium-241, cesium-137, and strontium-90 within the Los Alamos Canyon watershed and was also the source for other radionuclides at much lower concentrations, including plutonium-238; plutonium-239,240; tritium; and several isotopes of uranium and thorium. Discharges of cesium-137 and strontium-90 from the 21-011(k) outfall were apparently highest before 1968, and discharges of americium-241 were apparently highest after 1978.

According to ASTDR (2006):

(Page ix) Past activities have released radioactive and chemical wastes to the soil, air, and water surrounding the LANL. Historically, laboratory personnel discharged liquid wastes into canyons, buried solid wastes in the ground, and released air emissions into the atmosphere. On occasion, accidental spills also occurred.

(Page 18) **Waste Received**
In addition to the natural run-off produced by precipitation and springs, surface water flow in the canyons is augmented by effluent from LANL activities. Since LANL's opening in the 1940s the canyons adjacent to LANL have received treated and untreated radioactive and sanitary waste. Acid, Pueblo, and Los Alamos Canyons were the primary recipients of untreated radioactive liquid waste.

(Page 20 and 21) The highest levels of radioactivity for surface water were found in Los Alamos Canyon (total uranium and gross alpha). For sediment, the highest levels were typically detected in Los Alamos Canyon (americium-241, cesium-137, strontium-90, and total uranium). Acid Pueblo Canyon had the highest level of plutonium-239/240. The highest values of water quality parameters and inorganics (in surface water and sediment) were distributed primarily throughout Los Alamos and Acid Pueblo Canyon. Overall, strontium-90, chloride, fluoride, sodium, and arsenic were detected above CVs [comparison values] with the greatest frequency. Acid Pueblo Canyon had the only detections of organics in surface water and Los Alamos Canyon had the only detections of organics in sediment. Specific contaminants found in each area is discussed below and summarized in Tables 7 to 10.

Acid Pueblo Canyon
From this canyon, gross alpha radiation was the only radiological test result detected above its CV in surface water. At least twice in the sediment cesium-137, plutonium-239/240, and strontium-90 were all detected above their CVs. Strontium-90 (to 5 pCi/g) was the only 20 Los Alamos National Laboratory Public Health Assessment radionuclide to exceed its CV by more than a factor of 10. Two

organics, five water quality parameters, and eight inorganics were also detected above CVs in the surface water. Chloride (to 300 ppm) and arsenic (to 0.019 ppm) were the only two to exceed their CV by more than a factor of 10. Fluoride, nitrate, sodium, and boron were detected above their CVs with the greatest frequency (more than three times). Three inorganics were also detected above CVs in the sediment, but only arsenic was detected more than once. None of the inorganics detected in the sediment exceeded their CV by more than a factor of seven.

Los Alamos Canyon

In the surface water, both total uranium (to 576 pCi/L) and gross alpha (to 520 pCi/L) were detected above their CVs. Three water quality parameters and seven inorganics were also measured above CVs. The maximum detected concentration of all four water quality parameters exceeded CVs by at least 30 times. Arsenic (to 0.017 ppm) was the only inorganic with the maximum detected concentrations greater than 10 times its CV. In sediment, americium-241, cesium-137, plutonium-239/240, and strontium-90 were detected above CVs. Arsenic, benz(a)anthracene, and benzo(a)pyrene were also found above CVs.

The LANL legacy contaminants of highest concern are the following radionuclides: plutonium-239/240, plutonium-238, americium-241, strontium-90, cesium-137, and uranium isotopes since those contaminants have been identified as contaminants in the Los Alamos Canyon watershed in multiple studies by different agencies (federal and state). All of these contaminants are transported predominantly via suspended sediments. This characteristic makes these contaminants likely to be transported downstream to the BDD during storm events when a lot of sediments are agitated and mobilized. The BDD treatment processes are focused on removal of solids from the raw water, and therefore, many contaminants with affinity to solid particles would be managed by the BDD treatment system.

As described in BDD (2016), contamination from LANL reaches BDD as follows:

> Periodic floods during the 1950s and 1960s of the Los Alamos/Pueblo Canyons watershed transported the discharged contaminants downstream from the source of release and ultimately to the Rio Grande, and hence to the BDD Intake location. This fact was researched and documented in the works of (Graf, 1994), (Graf, 1996), and (Englert, Dale, Granzow, & Mayer, 2007). By the 1970s the flood frequencies and magnitudes diminished and transported contaminants were stored in sediments in and along the dry stream channels and floodplains of the canyons that run through the Laboratory. Since then and until the Cerro Grande Fire, the

frequency of flooding from canyons at LANL diminished and clean sediments along the Rio Grande have covered contaminants that have reached the river.

According to NMED/DOE Oversight Bureau, since the Cerro Grande fire in 2000, canyon floods have increased in intensity and frequency and are eroding the emplaced sediments, exposing and carrying legacy contaminants to the Rio Grande at rates not seen since the discharges of the wastes in the 1950s and 1960s (NMED/DOE/OB, 2012).

LANL has taken some remedial actions in Los Alamos and Pueblo Canyons since the Cerro Grande fire pursuant to the requirements of NMED Order on Consent (2005 and 2016). These actions include installation of sediment retention structures, enhancement of riparian conditions that stabilize sediments, and enhancement and management of a large wetland in Pueblo Canyon that minimizes sediment and contaminant transport. LANL reports that the post-fire (Cerro Grande in 2000, and later, Las Conchas in 2011) watershed hydrology has recovered, partly because of the remedial actions described above.

BDD Board and DOE/LANL

In 2010, prior to coming online, BDD entered into a Memorandum of Understanding (MOU), a legally non-binding agreement, with DOE/LANL to monitor and sample surface water from Los Alamos and Pueblo Canyons in order to determine the storm water quality at the BDD (BDD and DOE, 2015). Under this agreement, which was renewed in 2015 and 2017, the following programs have been maintained:

- Early notification system (ENS), a preventive program with the following objectives:
  - Two or three gaging stations relay real-time stage height data in 5-minute intervals to the BDD Control Room through SCADA, and another video station relays images only. The participating LANL stations are described in the 2017 renewed MOU (Figure 6): (1) LANL gaging station E050.1 in Los Alamos Canyon above the Pueblo Canyon confluence, (2) LANL gaging station E060 in Pueblo Canyon above the Los Alamos confluence, (3) video station E062 in the Los Alamos Canyon below the confluence of Los Alamos and Pueblo Canyons, and (4) LANL gaging station E099 (not depicted on Figure 5), the farthest downgradient from LANL gaging station within the ENS, located in Guaje Canyon above the confluence of Guaje Canyon and

Los Alamos Canyon. The previously participating gaging station E109.9 (shown on Figure 6) was located in the lower Los Alamos Canyon, 0.7 miles from the Rio Grande. That station was buried by sediment carried by strong storm flow in September 2013.

  - When storm flows exceed 5 cubic feet per second (cfs) at the LANL gages, BDD is notified. The trigger flow of 5 cfs was selected by LANL (under the Los Alamos/Pueblo Canyons Stormwater Monitoring Plans) as a flow with the potential to reach the Rio Grande: "Samples at E050, E060, and E110 will be triggered by 5-cfs flows to ensure sampling at flows that may extend to the Rio Grande." Page 3 of LANL (2009). When such storm flows are streaming in Los Alamos Canyon, the diversion will close for 10 to 12 hours or until the storm has subsided.

- Surface water sampling program of stormwater and baseflow of the Rio Grande at BDD.
  - When storm run offs of 5 cfs or greater flow in the Los Alamos and Guaje Canyons as measured by the LANL gages, water quality sampling will be triggered at BDD. Costs for sampling, equipment, and maintenance are shared between the BDD Board and DOE/LANL.
  - Samples collected from this program are tested for the following constituents: suspended sediment concentration, total and dissolved metals (23) plus mercury, gross alpha, gross beta, strontium-90, americium-241, radionuclides by gamma spectroscopy (including cesium-137), plutonium (isotopic), uranium (isotopic), neptunium-237, dioxin/furans, PCBs, radium-226 and -228, and perchlorate.
  - Pursuant to the 2017 MOU, DOE funds costs up to a certain dollar amount for BDD sampling at the intake, after which BDD funds the costs.

- The Contaminant Fate Analysis (CFA) Program and The Removal Efficiency and Assessment of Treatments (TREAT) Study.
  - The CFA program was initiated in 2010 to determine the effectiveness of the BDD treatment technologies at treating contaminants diverted from the Rio Grande.
  - In 2015, the CFA Program was replaced with a similar but updated and improved program called the TREAT Study (BDD and DOE, 2015) with the same objectives as the CFA program.

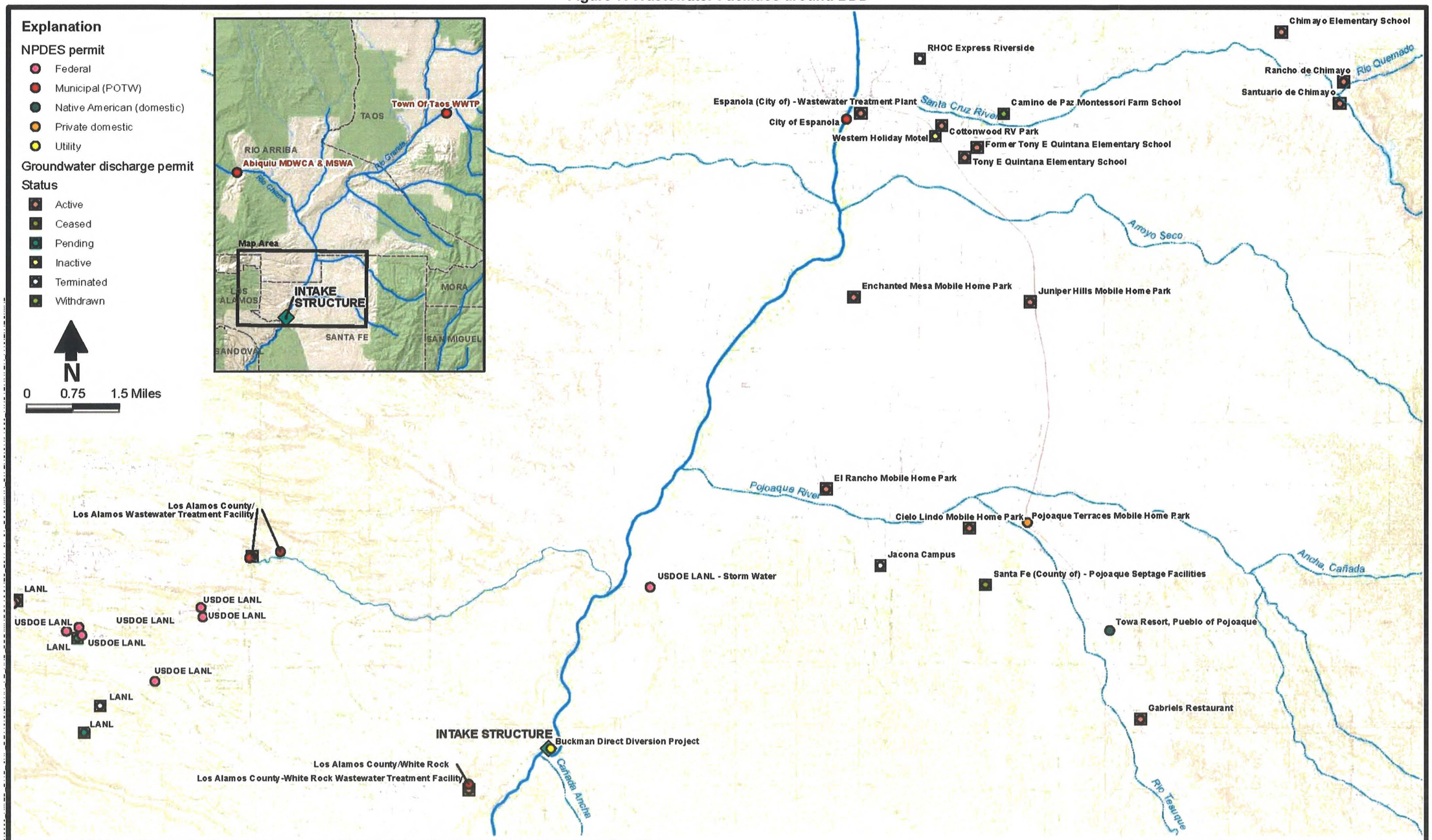
- TREAT Study is entirely funded by the BDD Board.

City of Santa Fe and DOE/LANL

Sampling for contaminants at the Buckman wells (City of Santa Fe) shows that contamination from LANL waste disposal activities has not affected groundwater in the Buckman area. While ChemRisk (2010) found that "[t]here are no contributions from LANL groundwater to the Buckman well field," in an abundance of caution, LANL has conducted sampling since 2001 at Buckman wells 1, 6, and 8 and piezometers SF-4A and SF-3A, providing the data to the City for identification of possible groundwater contamination from past activity at LANL. From the 2015 CCR (Appendix B) regarding possible LANL groundwater contamination:

> In cooperation with Los Alamos National Laboratory (LANL) and the New Mexico Environment Department, the City currently monitors Buckman Wells 1, 6 and 8 for LANL derived contamination on a quarterly basis. Samples are analyzed for radionuclides, general inorganic chemicals, metals, high explosives and organics. This repeat sampling has occurred during the years 2001 – 2015 and has indicated that Laboratory-derived radionuclides are not present in the Buckman Wells 1, 2, 6 and 8. The results do indicate detectable levels of radionuclides associated with natural sources. These wells are part of the 13 wells that make-up the Buckman Wellfield. When these wells are used, water from these wells is delivered to the Buckman Tank prior to distribution into the system.

Figure 7. Wastewater Facilities around BDD



Source: NPDES permit and groundwater discharge permit locations from the NMED Source Water Protection Atlas.

Daniel B. Stephens & Associates, Inc.

BUCKMAN DIRECT DIVERSION PROJECT
SOURCE WATER PROTECTION PLAN
Wastewater Facilities

7.1.2 National Pollutant Discharge Elimination System (NPDES) Permits

Wastewater treatment plants (WWTPs), stormwater and industrial discharges must obtain a NPDES permit in order to discharge effluent water into a stream. The EPA, who administers NPDES program, describes the permits as follows (U.S. EPA, 2016):

> As authorized by the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) Permit Program controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are discrete conveyances such as pipes or man-made ditches. Individual homes that are connected to a municipal system, use a septic system, or do not have a surface discharge do not need an NPDES permit; however, industrial, municipal, and other facilities must obtain permits if their discharges go directly to surface waters. Since its introduction in 1972, the NPDES permit program is responsible for significant improvements to our Nation's water quality.

Figure 7 shows WWTPs upstream of BDD. Table 9 lists the holders of NPDES permits within 15 miles of the BDD intake

Table 9. NPDES Permits within 15 miles Upstream of BDD Intake

NPDES Permit Holder	Distance Upstream of BDD Intake (miles)
Towa Resort (WWTP)	14.3
Pojoaque (WWTP)	12.6
Pojoaque Terraces Mobile Home Park (WWTP)	12.0
Los Alamos Co. – Bayo Canyon (WWTP)	9
Los Alamos National Laboratory (stormwater, industrial)	3 (stormwater)/ 9 (industrial)
Española (WWTP)	13.2

In addition to those listed in Table 9, the two next closest WWTPs are the Abiquiu MDWCA & MSWA and the Town of Taos. Abiquiu's plant is approximately 41 miles upstream of the BDD intake via the Rio Grande and Rio Chama. Taos's WWTP is approximately 57 miles upstream of the BDD intake via the Rio Grande and the Rio Pueblo.

Wastewater, stromwater or other industrial effluent discharged into U. S. Waters must meet state and federal effluent water quality standards (U.S. EPA, 2016):

> An NPDES permit will generally specify an acceptable level of a pollutant or pollutant parameter in a discharge (for example, a certain level of bacteria). The permittee may choose which technologies to use to achieve that level. Some permits, however, do contain certain generic 'best management practices' (such as installing a screen over the pipe to keep debris out of the waterway). NPDES permits make sure that a state's mandatory standards for clean water and the federal minimums are being met.

However, levels of pharmaceuticals and personal care products (PPCPs) and other emerging contaminants in effluent are currently not monitored. PPCPs are not subject to regulatory limits and removal of the traces of those products requires advanced treatment. Given the relative volume of flows in the Rio Grande, it is expected that adequate dilution of these contaminants occurs before the water reaches the BDD intake.

7.1.3 Groundwater Discharge Permits

Active, ceased, pending, inactive, terminated, and withdrawn groundwater discharge permits are shown on Figure 7. Groundwater discharge permits are managed by NMED. The NMED Groundwater Pollution Prevention Section describes groundwater discharge permits as follows (NMED GWQB, 2017):

> The Ground Water Pollution Prevention Section (GWPPS) reviews and approves ground water Discharge Permits for discharges that have the potential to impact ground water quality pursuant to Subparts III and V of the Water Quality Control Commission (WQCC) regulations (20.6.2 NMAC). Ground water Discharge Permits address a wide variety of discharges including:
>
> - Domestic wastewater facilities
> - Large capacity septic tank leachfields
> - Reclaimed wastewater reuse
> - Power generating plants
> - Commercial laundries (when not served by sanitary sewers)
> - Commercial land farms for treatment of contaminated soil
> - Industrial discharges
> - Ground Water remediation systems

Ground water Discharge Permits for dairies and non-dairy agricultural facilities, such as cheese plants and chile processors, are managed by the Agriculture Compliance Section.

This program also addresses unauthorized discharges, such as spills, for facilities that it regulates. Section 20.6.2.1203 of the NMAC provides a description of how to proceed with notifying the Pollution Prevention Program (GWPPS) in case of a spill.

Permits are issued for 5-year terms and must be renewed to provide continuous coverage. The GWPPS currently manages approximately 1,000 active permits.

7.1.4 Septic Systems

Septic systems are typically installed 3 to 5 feet below the ground surface. Such system may become a PSOC when a septic system's leach field is not operating properly and the effluent from the septic tank may runoff into nearby waterways. DBS&A mapping efforts estimate that there are nearly 200 septic systems in BDD's SWPA.

7.1.5 Security

To deter tampering and damage at BDD-owned facilities, BDD contracts Chavez Security Inc. (CSI), a security company, to monitor on a regular basis the Diversion intake, lift station, and booster pump stations.

7.2 Natural Sources of Contamination

Arroyos, drainage canals, ditches, and acequias are known natural features that can convey natural or anthropogenic contaminants into the Rio Grande. These features can be mapped in the SWPA for BDD. Wildfires and turbidity are two other natural sources of contamination that are not easily mapped.

7.2.1 Wildfires

Wildfire is a natural PSOC that represents a very real and significant threat to BDD's water source. Wildfires affect the type and quantity of nutrients (especially nitrogen) in the river, as

well as the turbidity and total suspended solids (TSS) entering surface water sources. Wildfires can also impact the rate of runoff and sedimentation into surface water sources. In 2013, the Water Research Foundation published *Effects of Wildfire on Drinking Water Utilities and Best Practices for Wildfire Risk Reduction and Mitigation* (Sham et al., 2013), which discusses in detail the potential damage wildfires can cause for utilities.

Since the 1970s, there have been four stand-replacing fires in the Jemez Mountains: the La Mesa fire (1977), the Dome fire (1996), the Cerro Grande fire (2000), and the Las Conchas fire (2011) (BDD, 2016). The La Mesa and Dome fires affected watersheds downstream of the BDD. The BDD was not yet built in 2000 during the Cerro Grande fire. The Las Conchas fire, the largest wildfire in northern New Mexico history, burned 163,000 acres. The fire drastically changed the Los Alamos and Pueblo Canyon watersheds, and the distribution of contaminated sediments in that area, and is cited as the cause for increased quantities of LANL contaminants in stormwater at the BDD intake during the fire and some years afterwards.

7.2.2 Turbidity

Storm events in the upper Rio Grande watershed lead to increased turbidity at the BDD intake. Because the high sediment content in the raw water can cause serious damage to the BDD equipment, diversions are stopped during periods of high turbidity. There is not a pre-determined turbidity threshold at which diversions are ceased; rather, the Operations Superintendent monitors river turbidity daily to balance the need to supply water to customers with the need to protect equipment life. In the past, high sediment loads have led to shutoff periods ranging from one hour to three months.

7.3 Susceptibility Ranking

To assess potential contamination risks to a system's water sources, a susceptibility ranking is assigned to each water source. A susceptibility ranking of low, moderately low, moderate, moderately high, or high is assigned based on professional opinion from the available infrastructure, geology, and PSOC information. These rankings are meant to serve only as a method to identify and prioritize risks to a system's water sources for planning purposes. Susceptibility of a water system to sources of contamination is defined in terms of *vulnerability*

and *sensitivity* of the source.

7.3.1 Vulnerability

Vulnerability ranking is based on an inventory of the type, number, and proximity of PSOCs near a water source, and a subjective ranking based on that inventory. A vulnerability ranking of low, moderately low, moderate, moderately high, or high has been assigned. Table 10 lists the PSOC occurrence by river segment and mile for BDD's SWPA and shows each river segment's vulnerability ranking.

The first consideration in vulnerability ranking is the types of PSOC present. The mapping effort for Los Alamos Canyon revealed eight PSOC types in this river segment: aboveground storage tank facility (CFA), arroyos, gasoline service station (CSS), a leaking underground storage tank (CFB), polluted surface water sources (MPW), major roads (MRP), private domestic wells (PDW), and septic systems (RSF). Furthermore, while they cannot be mapped, LANL legacy contaminants are known to exist in this canyon. Polluted surface water sources (MPW) and arroyos and private domestic wells (PDW) were the two identified PSOC types in Guaje Canyon. Although not identified on the map when Guaje Canyon flows, it picks up LANL-contaminated sediments in lower Los Alamos Canyon and carries them to the Rio Grande. There are eight mapped PSOC types in the SWPA for the Rio Grande: canals, drainage ways and acequias (ADC), historic gasoline service stations (CHG), cement/concrete plants (ICC), arroyos, major roads (MRP), NPDES permits, private domestic wells (PDW), and septic systems (RSF). Sedimentation (turbidity) is a significant PSOC caused by storm events for all three river segments. Wildfires are a major PSOC for all three river segments as well.

The number of PSOC occurrences is another consideration in determining the vulnerability ranking of a water source. Table 11 shows the PSOC count by river segment. Guaje Canyon has 15 mapped PSOC occurrences, while Los Alamos Canyon has 53 and the Rio Grande has 291.

Table 10. PSOC Inventory and Vulnerability Rankings for the BDD SWPA

River Mile	Zone	PSOC Code	PSOC Description	Number of Occurrences	Vulnerability
Rio Grande River					
500ft–0	B	Arroyo	Ephemeral stream	1	High
	C	Arroyo	Ephemeral stream	2	
0–1	A	Arroyo	Ephemeral stream	3	
		NPDES permit	Buckman Direct Diversion Project	1	
		PDW	Private domestic well	3	
	B	PDW	Private domestic well	2	
	C	PDW	Private domestic well	3	
1–2	A	Arroyo	Ephemeral stream	1	
2–3	None	—	—	—	
3–4	A	Arroyo	Ephemeral stream – Los Alamos Canyon confluence	3	
		MRP	Primary road, highway, or arterial	1	
		NPDES permit	U.S. DOE LANL - Stormwater	1	
	B	PDW	Private domestic well	1	
	C	PDW	Private domestic well	21	
		RSF	Septic system	9	
4–5	C	PDW	Private domestic well	1	
		RSF	Septic system	4	
5–6	A	Arroyo	Ephemeral stream	1	
	B	PDW	Private domestic well	1	
	C	ADC	Drainage canals, ditches, or acequias - unlined	1	
		PDW	Private domestic well	12	
		RSF	Septic system	60	
6–7	A	Arroyo	Ephemeral stream	1	
	B	Arroyo	Ephemeral stream	1	
		PDW	Private domestic well	2	
		RSF	Septic system	1	
	C	ADC	Drainage canals, ditches, or acequias - unlined	1	
		Arroyo	Ephemeral stream	1	
		PDW	Private domestic well	10	
		RSF	Septic system	38	
7–8	A	ADC	Drainage canals, ditches, or acequias - unlined	1	

River Mile	Zone	PSOC Code	PSOC Description	Number of Occurrences	Vulne-rability
		Arroyo	Ephemeral stream	3	
		RSF	Septic system	1	
	B	RSF	Septic system	1	
	C	Arroyo	Ephemeral stream	1	
7–8 (cont.)	C	PDW	Private domestic well	1	High
		RSF	Septic system	6	
8–9	A	Arroyo	Ephemeral stream	3	
	C	ADC	Drainage canals, ditches, or acequias - unlined	1	
		PDW	Private domestic well	2	
		RSF	Septic system	20	
9–10	B	PDW	Private domestic well	1	
		RSF	Septic system	1	
	C	Arroyo	Ephemeral stream	1	
		PDW	Private domestic well	9	
		RSF	Septic system	50	
10+	A	ICC	Cement/concrete plant	1	
	C	CHG	Leaky underground storage tank site – Kokoman Discount Liquors	1	
Los Alamos Canyon					
3–4	B	PDW	Private domestic well	1	High
	C	PDW	Private domestic well	21	
		MRP	Primary road, highway, or arterial	1	
4–5	A	Arroyo	Ephemeral stream	1	
		MRP	Primary road, highway, or arterial	1	
5–6	A	Arroyo	Ephemeral stream	1	
		CSS/CFB	Underground storage tank facility - Totavi Phillips 66	1	
		RSF	Septic system	1	
	B	MRP	Primary road, highway, or arterial	1	
6–7	A	MRP	Primary road, highway, or arterial	1	
7–8	A	Arroyo	Ephemeral stream	1	
		MRP	Primary road, highway, or arterial	1	
	B	Arroyo	Ephemeral stream	2	
8–9	A	MRP	Primary road, highway, or arterial	2	
	C	Arroyo	Ephemeral stream	2	
		CFA	NMDOT Los Alamos Patrol Yard Seasonal	1	

River Mile	Zone	PSOC Code	PSOC Description	Number of Occurrences	Vulne-rability
		CFB	NMDOT Los Alamos Patrol Yard Seasonal	1	
		MPW	Polluted surface water source (Impaired Stream for aluminum, gross alpha and PCBs: Los Alamos Canyon, Pueblo Canyon)	2	
		PDW	Private domestic well	4	
		RSF	Septic system	1	
9–10	A	NPDES permit	U.S. DOE LANL (1 permit, 2 outfalls in canyon)	2	
		NPDES permit	Los Alamos County	1	
	C	Arroyo	Ephemeral stream	1	
		MRP	Primary road, highway, or arterial	2	
Guaje Canyon					
5–6	A	PDW	Private domestic well	1	Moderate
6–7	A	Arroyo	Ephemeral stream	2	
		MPW	Polluted surface water source (Impaired Stream for Aluminum: Guaje Canyon)	1	
		PDW	Private domestic well	1	
	C	Arroyo	Ephemeral stream	1	
7–8	B	PDW	Private domestic well	1	
	C	Arroyo	Ephemeral stream	3	
8–9	A	Arroyo	Ephemeral stream	2	
9–10	A	Arroyo	Ephemeral stream	3	

Table 11. PSOC Occurrence by River Segment

PSOC* Type	Count	Percent
Rio Grande River		
ADC	4	1.4
Arroyo	22	7.6
CHG	1	0.3
ICC	1	0.3
MRP	1	0.3
NPDES permit	2	0.7
PDW	69	23.7
RSF	191	65.6
Rio Grande River total	**291**	

PSOC* Type	Count	Percent
Los Alamos Canyon		
Arroyo	8	15
CFA	1	2
CFB	1	2
CSS/CFB	1	2
MPW	2	4
MRP	9	17
NPDES Permit	3	6
PDW	26	49
RSF	2	4
Los Alamos Canyon total	**53**	
Guaje Canyon		
Arroyo	11	73.3
MPW	1	6.7
PDW	3	20.0
Guaje Canyon total	**15**	

*See Table 8 for PSOC code descriptions

The third consideration in vulnerability ranking is proximity of PSOCs to the water source. All three river segments have mapped PSOCs located in Zone A at multiple places in the delineated SWPA.

Note that the vulnerability from surface contamination carries higher risk to surface water sources than to ground water sources. Since the BDD source water is the Rio Grande flow and its tributaries, most PSOCs have higher probability of contaminating the BDD source water.

Based on these considerations, the following vulnerability rankings have been assigned:

- The Rio Grande segment ranked high for vulnerability. The arroyos and drainages along the 10-mile Rio Grande SWPA segment act as possible conduits for bringing contamination into the river. Annual summer storms in the upper Rio Grande watershed cause increased sedimentation that has historically caused the BDD to cease diversions for periods of time. It is known that storm water flows from the Los Alamos Canyon watershed has the potential to bring LANL contaminants to the BDD intake. There is a large number of septic tanks within the SWPA (½ mile from the river). Septic systems

are typically installed only 3 to 5 feet below the ground surface. When a septic system's leach field is not operating properly, the effluent will surface rather than percolate down toward the aquifer, causing surface contamination. Furthermore, over the past 50 years, several wildfires have affected the watershed. It is very possible that future wildfires will also pose a threat.

- Los Alamos Canyon ranked high for vulnerability due to the presence of LANL legacy contaminants and the threat of wildfire.

- Guaje Canyon itself has very low PSOC variety and quantity. However, the Guaje Canyon sub-watershed has large surface area and the threat of wildfire in this area is significant, and when those occur contaminants could be transported to the Rio Grande. Also, run off and floods originating from Guaje Canyon have the potential to mobilize and transport LANL-related contaminants that are stored in sediments in lower Los Alamos Canyon into the Rio Grande. The Guaje Canyon segment ranks moderate for vulnerability.

7.3.2 Sensitivity

For surface water sources, sensitivity is an assessment of intake infrastructure construction. A ranking of low, moderately low, moderate, moderately high, or high is assigned for sensitivity.

The BDD is a direct diversion, pumping raw water directly from the Rio Grande. The diversion structure consists of five contiguous, independent cells with inclined screens. The front face of each cell is parallel to the river streamflow. The intake cells are oriented at an angle to maximize the area of the screens below the water surface.

While the intake design minimizes the aesthetic impacts to the river frontage, it takes in raw water with large amounts of suspended sediments. The abrasive properties of the raw water can shorten the life of the BDD equipment. Therefore, the BDD staff employ regular procedures (e.g., automatically timed 'air bursts' at each diversion screen occurring multiple times daily) and special maintenance (e.g., use of a cofferdam to inspect and clean intake cells) to prevent a critical built up of sediment in and around the intake structure. When raw water is especially

high in sediment, BDD staff balances the need to divert water with the goal of extending equipment life.

BDD has the ability to stop diversions during periods of low water quality. This safeguard preserves water quality. However, BDD does not have a back-up water source. If prolonged contamination events were to occur, BDD would be unable to supply water to its customers.

The intake is accessible to the public, but the location is remote and CSI conducts regular security checks at the intake.

Due to these intake facts and intake site characteristics, a sensitivity ranking of moderately high has been assigned.

7.3.3 Susceptibility

A water source's susceptibility is determined by the combination of its sensitivity and vulnerability rankings. Sensitivity ranking applies to the infrastructure design and condition; for this reason, sensitivity ranking is only assigned to the Rio Grande (intake structure), not to Los Alamos and Guaje Canyons. Because the sensitivity ranking does not apply to the Guaje Canyon or Los Alamos Canyon river segments, the susceptibility of these river segments is equal to their vulnerability. For the Rio Grande River, the high vulnerability ranking combined with moderately high sensitivity ranking, results in an overall high susceptibility ranking. Table 12 summarizes the susceptibility rankings for the evaluated river segments.

Table 12. Susceptibility

Source	Susceptibility Ranking
Rio Grande River	High
Los Alamos Canyon	High
Guaje Canyon	Moderate

8. Source Water Monitoring Plan

At the BDD Intake structure, a few source water parameters are monitored continuously except during very high suspended sediment flows: turbidity, pH, temperature, and conductivity.

BDD's NPDES permit requires weekly monitoring of the source water for turbidity before and after the diversion structure.

From May 1 until October 31 of each year, BDD monitors its source water under the BDD Board & DOE MOU for extended list of constituents listed in Section 7.1.1 under the surface water monitoring program and under TREAT Study.

The BDD finished water is monitored according to the NMED sampling schedule. Appendix D provides drinking water system information, including the sampling schedule as shown on the NMED Drinking Water Watch database (NMED DWW, 2017).

9. PSOC Monitoring and Control Plan

BDD monitors water quality in accordance with state and federal requirements. See Section 7.1.1 for discussion of monitoring for LANL-legacy contaminants. As outlined in the MOU between BDD and DOE (BDD and DOE, 2015), continued monitoring of these legacy contaminants is warranted.

10. Conclusions and Recommended Action Items

The purpose of NMED's Source Water Protection Program is to protect drinking water sources before they become contaminated. Water systems choose to voluntarily participate in the program, the culmination of which is the development of a SWPP. The plan defines SWPAs, and then inventories (Table 11) and assesses PSOCs within the SWPAs. PSOCs are defined as any possible site or event that could, under any circumstance and time frame, lead to contamination of a water system's sources. Not all sites identified as PSOCs pose the same level of risk.

The SWPAs for BDD include the Rio Grande and two other tributaries: Los Alamos Canyon and Guaje Canyon, both part of the Los Alamos Canyon watershed. Per State guidance, the SWPAs begin 500 feet downstream of the intake and stretch 10 miles upstream along the Rio Grande and both tributaries. The SWPAs are subdivided into the following three zones:

- Zone A: radius of 0 to 200 feet from each stream bank
- Zone B: radius of 201 to 500 feet from each stream bank
- Zone C: radius of 501 to 2,640 feet from each stream bank

Each SWPA was assigned a susceptibility ranking of low, moderately low, moderate, moderately high, or high. The ranking serves only as a method to identify and prioritize risks to a system's water sources for planning purposes. Susceptibility of a water system to sources of contamination is defined in terms of both a source's vulnerability and sensitivity. Vulnerability ranking is based on an inventory of the type, number, and proximity of PSOCs near a water source. For surface water sources, sensitivity is an assessment of intake infrastructure construction. Table 13 summarizes the vulnerability, sensitivity, and overall susceptibility rankings for BDD.

Table 13. Vulnerability, Sensitivity, and Susceptibility Rankings

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

The most significant PSOCs for the BDD are wildfires, sediment transport, LANL legacy contaminants, NPDES discharges and groundwater discharge permits, followed by septic tanks:

- Wildfires affect the type and quantity of nutrients (especially nitrogen) in the river, as well as the turbidity and TSS entering surface water sources. Wildfires can also impact the rate of runoff and sedimentation into surface water sources.

- Storm events in the upper Rio Grande watershed lead to increased turbidity at the BDD intake. Because the high sediment content in the raw water can cause serious damage to the BDD equipment, diversions are stopped during periods of high turbidity. There is not a pre-determined turbidity threshold at which diversions are ceased; rather, the Operations Superintendent monitors river turbidity daily to balance the need to supply water to customers with the need to protect equipment life. In the past, high sediment loads have led to shutoff periods ranging from one hour to three months.

- LANL legacy contaminants are transported to the BDD intake mainly via suspended sediments. This characteristic makes these contaminants likely to be transported downstream to the BDD during storm events, but their strong sorption to sediments allows them to be treated by the BDD treatment technologies. The BDD currently conducts extensive monitoring of the source water for legacy contaminants from LANL. This practice is comprehensive, should be continued, and provides significant protection to customers.

- NPDES (includes WWTPs) and groundwater discharge permit holders discharge effluent into waterways. These permit holders must meet all state and federal effluent water quality standards. Pharmaceuticals and personal care products, however, are currently not regulated and monitored and can be hard to treat due to their solubility properties.

Given the size of the Rio Grande, these contaminants are likely to be strongly diluted before reaching the BDD intake.

- Septic systems are typically installed 3 to 5 feet below the ground surface. When a septic system's leach field is not operating properly, the effluent will surface and can runoff into nearby waterways. DBS&A mapping efforts estimate that there are nearly 200 septic systems in BDD's SWPA.

Based on NMED guidelines and the conclusions from this evaluation, DBS&A has the following recommendations for BDD's Source Water Protection Program:

- The Source Water Protection Team should meet annually to review the State's Source Water Protection EnviroMap, PSOCs within the delineated SWPAs, and any changes to the system's sources.
- The Source Water Protection Team should participate as necessary in regulatory meetings and hearings on facilities within the SWPAs.
- This SWPP and the map of PSOCs are recommended to be updated on an annual basis; or as changes occur.
- As the members of the Source Water Protection Team change over time, it is recommended that the new members are informed of the plan and its implementation actions. In addition to having members from BDD, the City, the County, and a member from the public, BDD may consider adding a member from San Ildefonso Pueblo. Continue surface water monitoring and sampling efforts related to LANL legacy contaminants.
- Evaluate on a regular basis the ENS and BDD system of gages in the Los Alamos watershed to determine if any additional gaging stations are needed to provide more accurate information on flows potentially carrying LANL legacy contaminants to the Rio Grande and BDD intake.

- Given that turbidity levels in the Rio Grande can cause the BDD to cease diverting for significant periods of time, consider additional sediment removal options and methods for clearing sediment from intake cells.

- Consider expanding the SWP area to include additional tributaries.

- Work with surrounding pueblos to determine current land use and PSOCs, and put practices in place to protect the Rio Grande watershed.

- Initiate communication with upstream NPDES, WWTP and groundwater discharge permit holders to discuss notification procedures and emergency plans in case of a major contamination event.

- Continue investigating the surface water contamination risk posed by residential septic systems. Consider an educational campaign targeted at landowners with septic systems in close proximity to the SWPAs.

- The BDD intake is on U.S. Forest Service (USFS) land, and public access cannot be restricted. Continue to contract private security and work with USFS to ensure the protection of the intake structure and pump stations from public tampering and vandalism.

- A public information program should be developed related to source water protection. This program would educate the public about BDD's water sources, potential threats to those sources, measures that the public can take to protect sources, and means to encourage the public to report PSOCs to the Source Water Protection Team. Options for communicating with the public include meetings, advertisements, flyers, brochures, posters, questionnaires, and community and school events.

11. BDD Action Items

BDD considered the recommended action items in the previous section and adopted the following action items as part of its SWPP.

Table 14. BDD's Action Items

No.	Action Item	To be implemented:	BDD's Department Responsible for Coordination
1.	The Source Water Protection Team reviews changes to the Plan and updates the Plan, especially the informational sections on the water sources and NMED map of the PSOCs.	By March 2022 or as needed	Compliance & Operations
2.	The Source Water Protection Team updates the Plan with any action items benefitting protection of the BDD source water as proposed and approved by the BDD Board.	By March 2022 or as needed	Compliance & Operations
3.	The Source Water Protection Team participates in the NMED's Triennual Review of the Water Quality Standards.	By the deadlines established by NMED	Compliance
4.	The Source Water Protection Team participates as necessary in regulatory meetings and hearings on facilities within the SWPAs.	As they occur	Compliance & Operations
5.	As the members of the Source Water Protection Team change over time, the new members will be informed of the Plan and its actions items.	As they occur	Compliance & Operations
6.	The Source Water Protection Team evaluates on a regular basis the ENS system of gages in the Los Alamos watershed to determine if any additional gaging and sampling stations are needed to provide more accurate information on flows from Los Alamos Canyon and concentrations of LANL legacy contaminants to the Rio Grande and BDD intake.	Annually	Compliance & Operations
7.	The Source Water Protection Team continues to monitor any contamination plumes originating on LANL property which have the potential to reach the Rio Grande.	As updates occur	Compliance
8.	The Source Water Protection Team initiates communication with upstream NPDES permit holders to discuss notification procedures and emergency plans in case of a major contamination event.	By March 2022	Compliance & Operations

No.	Action Item	To be implemented:	BDD's Department Responsible for Coordination
9.	BDD continues to contract private security company to ensure the protection of the intake structure and pump stations from public tampering and vandalism.	Continuously	Facilities Manager
10.	The Source Water Protection Team develops a public information program related to source water protection and this Plan. This program would educate the public about BDD's water sources, potential threats to those sources, measures that the public can take to protect sources, and means to encourage the public to report PSOCs to the Source Water Protection Team. Options for communicating with the public include meetings, advertisements, flyers, brochures, posters, BDD tours, and community and school events.	By March 2022	Public Relations, Compliance, Operations
11.	Given that turbidity levels in the Rio Grande can cause the BDD to cease diverting for significant periods of time, BDD discusses additional sediment removal options and methods for clearing sediment from intake cells.	By March 2022	Compliance & Maintenance

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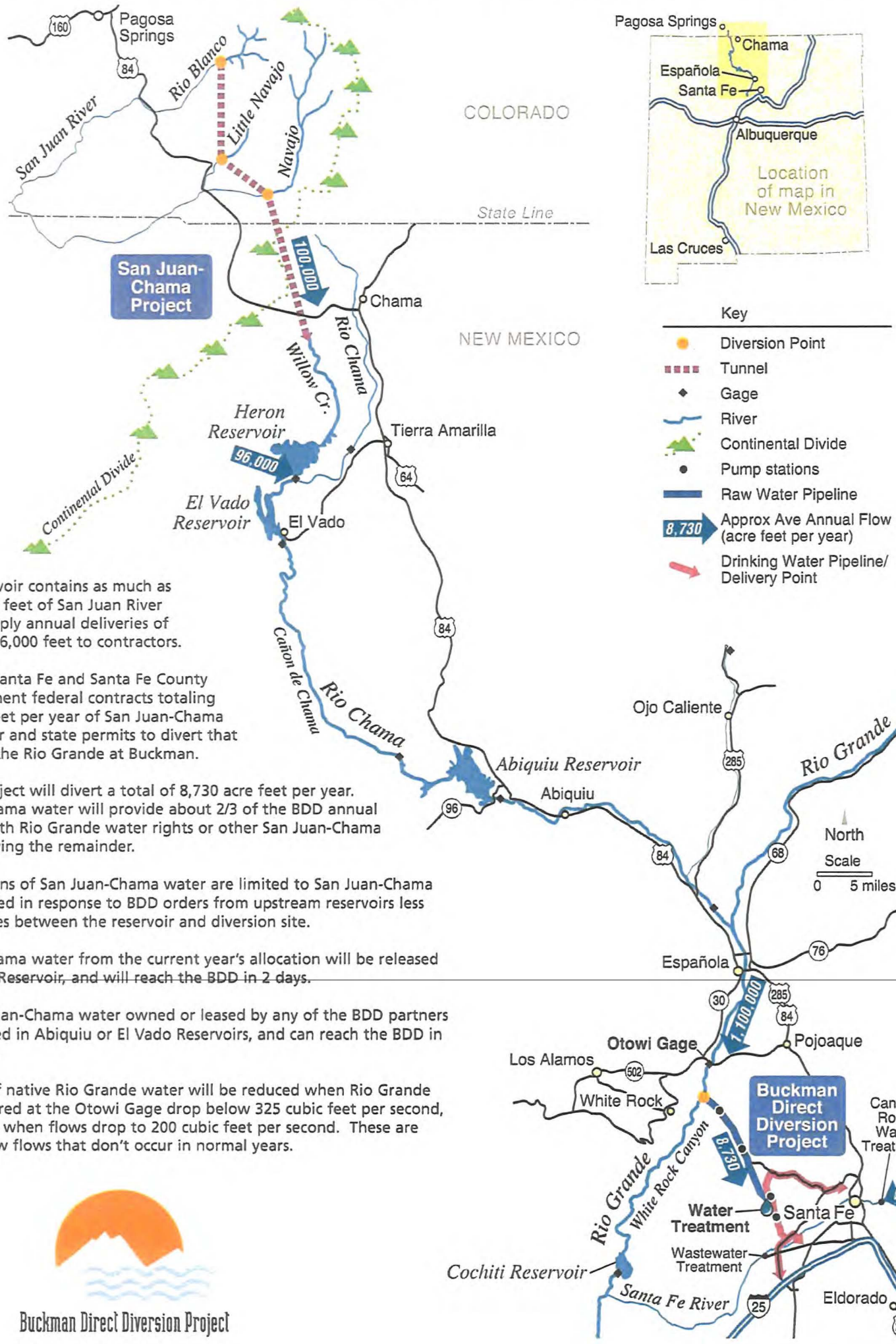
Appendix A

BDD System Information

Buckman Direct Diversion Project and the San Juan-Chama Project



- Heron Reservoir contains as much as 400,000 acre feet of San Juan River water to supply annual deliveries of as much as 96,000 feet to contractors.
- The City of Santa Fe and Santa Fe County have permanent federal contracts totaling 5,605 acre feet per year of San Juan-Chama Project water and state permits to divert that water from the Rio Grande at Buckman.
- The BDD Project will divert a total of 8,730 acre feet per year. San Juan-Chama water will provide about 2/3 of the BDD annual diversion, with Rio Grande water rights or other San Juan-Chama water supplying the remainder.
- BDD diversions of San Juan-Chama water are limited to San Juan-Chama water released in response to BDD orders from upstream reservoirs less transfer losses between the reservoir and diversion site.
- San Juan-Chama water from the current year's allocation will be released from Heron Reservoir, and will reach the BDD in 2 days.
- Other San Juan-Chama water owned or leased by any of the BDD partners may be stored in Abiquiu or El Vado Reservoirs, and can reach the BDD in 1 or 2 days.
- Diversions of native Rio Grande water will be reduced when Rio Grande flows measured at the Otowi Gage drop below 325 cubic feet per second, and stopped when flows drop to 200 cubic feet per second. These are unusually low flows that don't occur in normal years.

Buckman Direct Diversion Project

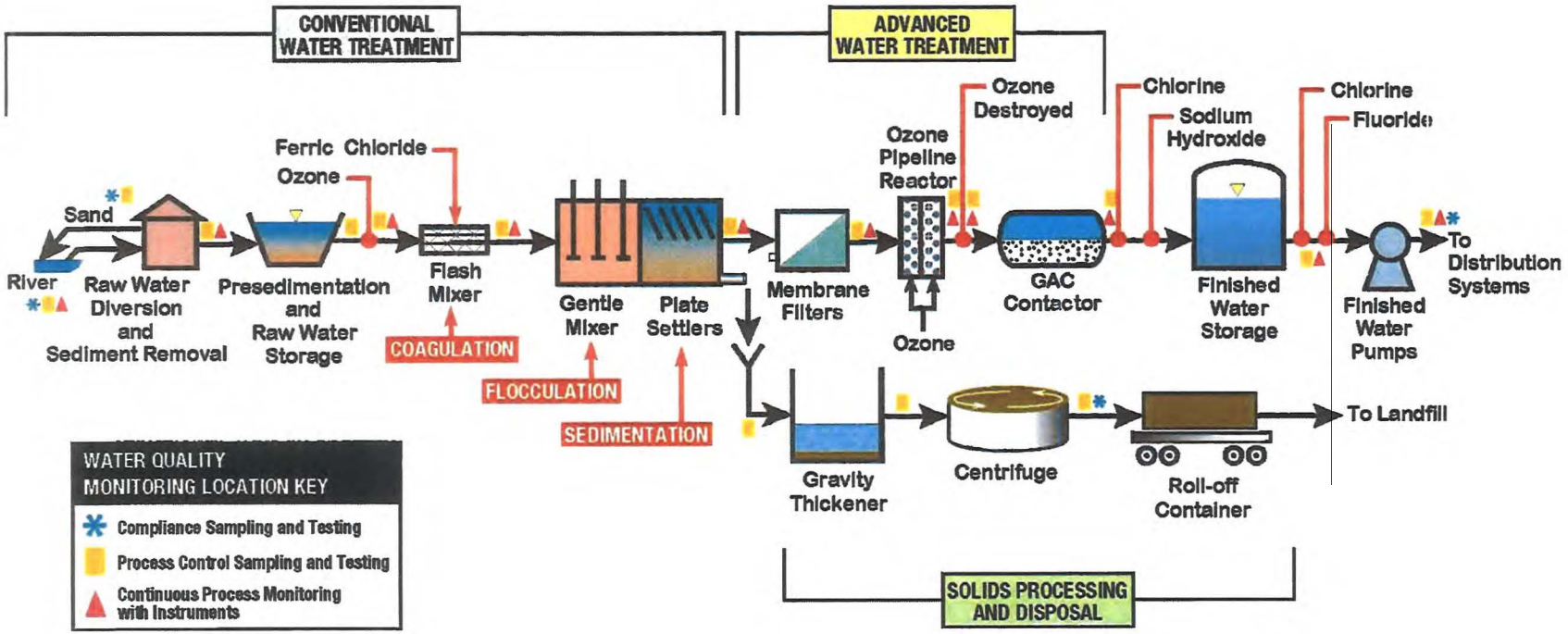
BDDSJC12-22-08

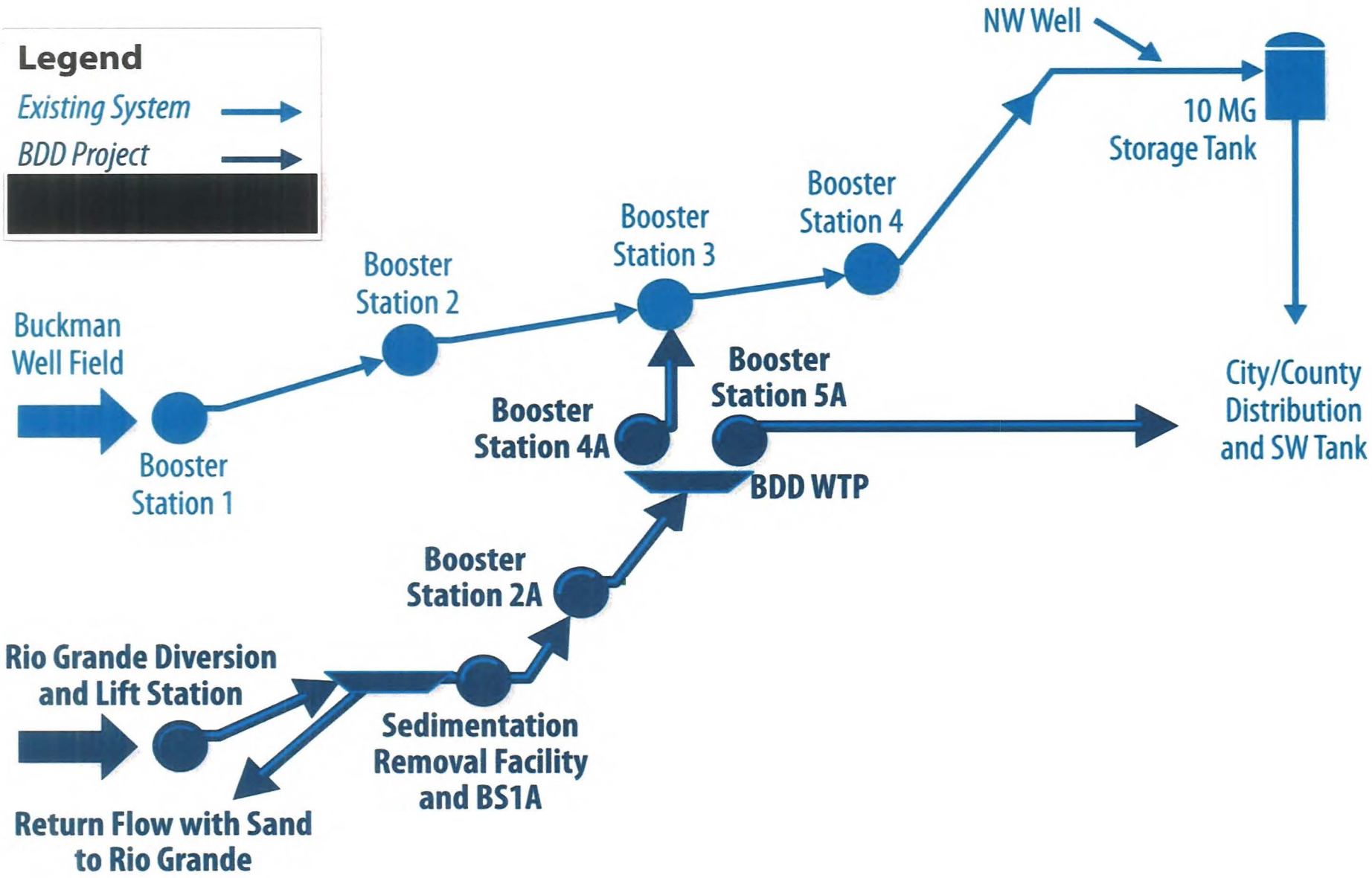
Buckman Regional Water Treatment Plant Processes

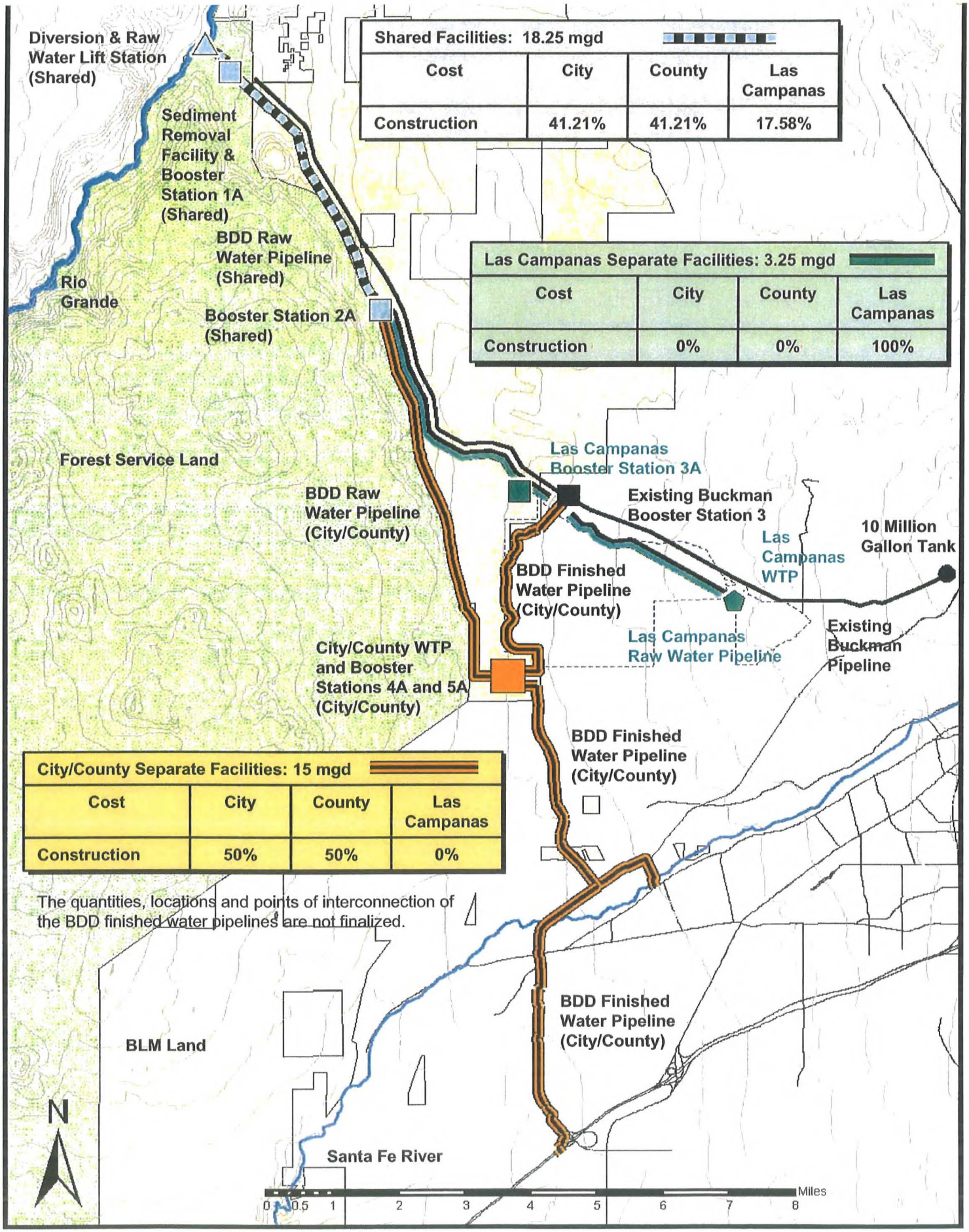
Buckman Direct Diversion

The Buckman Regional Water Treatment Plant includes a series of conventional and advanced water treatment processes. The conventional processes remove the vast majority of contaminants. The advanced processes provide additional treatment and polishing of the finished drinking water.

Conventional treatment processes include coagulation, flocculation, sedimentation and disinfection. Raw water ozonation improves the effectiveness of conventional treatment. Advanced treatment is provided by membrane filters, ozone and granular activated carbon contactors. Disinfection is accomplished with lower amounts of chlorine because the high-quality water does not need as much chlorine.




Legend
Existing System
BDD Project
NW Well
10 MG
Storage Tank
Booster
Station 4
Booster
Station 3
Booster
Station 2
Buckman
Well Field
Booster
Station 1
Booster
Station 4A
Booster
Station 5A
City/County
Distribution
and SW Tank
BDD WTP
Booster
Station 2A
Rio Grande Diversion
and Lift Station
Sedimentation
Removal Facility
and BS1A
Return Flow with Sand
to Rio Grande



Shared Facilities: 18.25 mgd			
Cost	City	County	Las Campanas
Construction	41.21%	41.21%	17.58%

Las Campanas Separate Facilities: 3.25 mgd			
Cost	City	County	Las Campanas
Construction	0%	0%	100%

City/County Separate Facilities: 15 mgd			
Cost	City	County	Las Campanas
Construction	50%	50%	0%

The quantities, locations and points of interconnection of the BDD finished water pipelines are not finalized.

Appendix B

City of Santa Fe Consumer Confidence Reports

Why are there Contaminants in my Drinking Water?

Sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants in drinking water may include:

Microbial contaminants, such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

Inorganic contaminants, such as salts and metals can be naturally-occurring or result from urban storm-water runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.

Pesticides and herbicides, may come from a variety of sources, such as agriculture, urban storm-water runoff, and residential uses.

Organic chemical contaminants, including synthetic and volatile organic chemicals, are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.

Radioactive contaminants, which can be naturally occurring, man-made from nuclear facilities and atmospheric deposition from former above ground testing, or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Nitrates

City of Santa Fe drinking water meets the federal drinking water standard of 10 ppm for nitrates (10 mg/L as N). Nitrates have been detected in some of the City Wells up to 6.7 ppm. Nitrate in drinking water at levels above 10 ppm is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant you should ask advice from your health care provider.

Arsenic

The drinking water standard for arsenic is 10 µg/L. The City's drinking water continued to meet this standard throughout 2015. Arsenic occurs naturally in the earth's crust. When these arsenic-containing rocks, minerals, and soil erode, they release arsenic into ground water. While our drinking water meets EPA's standard for arsenic, it does contain low levels of arsenic. The EPA standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. EPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

In cooperation with Los Alamos National Laboratory (LANL) and the New Mexico Environment Department, the City currently monitors Buckman Wells 1, 6 and 8 for LANL derived contamination on a quarterly basis. Samples are analyzed for radionuclides, general inorganic chemicals, metals, high explosives and organics. This repeat sampling has occurred during the years 2001 – 2015 and has indicated that Laboratory-derived radionuclides are not present in the Buckman Wells 1, 2, 6 and 8. The results do indicate detectable levels of radionuclides associated with natural sources. These wells are part of the 13 wells that make-up the Buckman Wellfield. When these wells are used, water from these wells is delivered to the Buckman Tank prior to distribution into the system.

Cryptosporidium

Cryptosporidium is a protozoan parasite that is common in surface waters. The oocyst is the transmission stage of the organism. Cryptosporidium is introduced into our source waters via wild animal populations. Although the organism is readily removed by the conventional treatment process utilized at the Canyon Road Water Treatment facility, the oocyst is resistant to chemical disinfectants like chlorine and the primary reason to determine if additional treatment is required. Ingestion of Cryptosporidium may cause cryptosporidiosis, an abdominal infection.

In April 2007 the City began a two-year study to determine the average Cryptosporidium concentration in source water entering the Canyon Road Water Treatment facility. The sampling portion of the study was completed in March of 2009. The study is part of the requirements contained in the 2006 USEPA Long-Term Enhanced Surface Water Treatment Rule. Cryptosporidium was detected in a single untreated sample in each of the following months: December of 2007, September 2008 and October 2008. The highest 12-month consecutive mean for this study was 0.018 oocysts/L. Since the concentration is <0.075 oocysts/L, no additional treatment at the Canyon Road Water Treatment Facility was necessary. The City began a second round of sampling, one sample a month, starting in October 2015 and scheduled to end in September 2017. No Cryptosporidium oocysts were detected in three samples collected in calendar year 2015 (October, November, and December). As with Cryptosporidium oocysts, no Giardia Lamblia cysts were detected in the three samples collected during the last three months of 2015.

Any new water system treating surface water such as EDD is required to monitor Cryptosporidium for 24 consecutive months. At the EDD the untreated raw Rio Grande water Cryptosporidium test results range from 0 to 0.4 oocysts/L.

Voluntary Monitoring

The attached "Voluntary Monitoring" Table lists results from voluntary monitoring at entry points into the distribution system associated with BRWTP, and the Canyon Road WTP. Since these samples are collected at the point of entry of water into the City's distribution system, the reported concentrations of contaminants may be further diluted in the distribution system through mixing with water from other City sources.

EPA has established secondary maximum contaminant levels (SMCL) for certain contaminants. Secondary Standards are non-enforceable standards that serve as guidelines to assist public water systems in managing their drinking water. The presence of these contaminants typically results from the erosion of natural deposits. Aluminum and manganese containing materials are used as treatment aids in the water treatment process. Other constituents without SMCLs were monitored in 2015 and are reported in the "Voluntary Monitoring" Table (these have an "NA" in SMCL column).

VOLUNTARY MONITORING

Contaminant	Units	SMCL	Result	Sample Date
Buckman RWTP				
Chloride	ppm	250	20	2015
pH		6.5 - 8.5	8.33	2015
Sulfate	ppm	250	48	2015
Total Dissolved Solids	ppm	500	223	2015
Strontium-90	pCi/L		0.01	2015
Nickel	ppm	10	ND	2015
Tritium	pCi/L		ND	2015
Uranium-234	pCi/L		0.949	2015
Uranium-235/236	pCi/L		0.447	2015
Uranium-238	pCi/L		0.676	2015
Conductivity	µmhos/cm		340	2015
Total Haloacetic acids	ppm		0.0094	2015
Total Trihalomethanes	ppm		0.0209	2015
Chlorine (as Cl2)	ppm		0.75	2015
Sodium	ppm		24	2015
Canyon Road WTP				
Sodium	ppm		18	2015

Contacts for Additional Information:

If you have any questions, comments, or suggestions regarding this report please contact Alex Puglisi at 505-955-4232 or write to:

City of Santa Fe Water Division
P.O. Box 909, Santa Fe, NM 87504

Microbial and Disinfection Byproducts Rule

The Microbial and Disinfection Byproducts (M/DBP) Rules are a set of interrelated regulations that address risks from microbial pathogens and disinfectants/ disinfection byproducts (DBPs). The Stage 2 Disinfectants and Disinfection By-Products Rule (DBPR) focuses on public health protection by limiting exposure to DBPs (known carcinogens), specifically total trihalomethanes (TTHM) and five haloacetic acids (HAA5), which can form in water through disinfectants used to control microbial pathogens.

The City of Santa Fe system has eight compliance sampling locations for TTHM and HAA5. Each location is sampled once per quarter. The average of analytical results for DBPs at a given location during the previous four quarterly samples is called the locational running annual average (LRAA). The LRAA at each location must be below the MCL (0.060 mg/L for HAA5 and 0.080 mg/L for TTHM). Results shown in the Table below indicate that the individual quarterly values during 2015 ranged from 0.001 to 0.027 mg/L for HAA5 and 0.029 to 0.069 mg/L for TTHM. The highest LRAA was 0.0101 mg/L for HAA5 and 0.0245 mg/L for TTHM, indicating that the system is in compliance.

	MCL†	MCLG†	Sample Year	Highest LRAA†	Range 2015 ‡ Low ‡	Range 2015 ‡ High ‡	Typical Source
Haloacetic Acids (HAA5s)	.060	NA	2015	.0101	0.0013	0.0270	By-product of drinking water chlorination
Total Trihalomethanes (TTHMs)	.080	NA	2015	.0245	0.0289	0.0690	By-product of drinking water chlorination

† = units are ppm (mg/L) ‡ = individual samples at all locations

The Stage 2 DBPR also regulates the maximum residual for disinfectants: chlorine dioxide, free chlorine, and chloramines. The disinfectants are water additives used to control microorganisms, particularly as a residual disinfectant in distribution system pipes.

The City of Santa Fe water system uses free chlorine as a disinfectant. For the year 2015, sampling was performed at 80 monitoring locations each month. The results are summarized in the table below:

	MRDL†	MRDLG†	Sample Year	Highest Level Detected†	Range 2015 Low	Range 2015 High	Violation	Typical Source
Chlorine Residual	4.0	4	2015	1.19	0.00	1.19	No	Water additives used to control microbes

† = units are ppm (mg/L)

Asbestos

The most recent sample for asbestos in the distribution system was collected on December 16, 2013. No asbestos fibers were detected in the sample collected (detection limit 0.2 million fibers per liter or MFL). Some people who drink water containing asbestos in excess of the MCL over many years may have an increased risk of developing benign intestinal polyps.

Contaminant	MCLG	MCL	Result	Sample Year	Violation	Typical Source
Asbestos	7	7	ND (<0.2)	2013	No	Decay of asbestos cement in water mains; erosion of natural deposits

units are MFL (million fibers per liter) for fibers >10mm

Lead and Copper Rule

Tests for lead and copper are taken from customer taps located throughout the City once every three years. The most recent round of lead and copper testing took place in August 2015. The next survey will be performed in 2018. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing.

Inorganic Contaminant	MCLG	AL**	City Water Level (90th percentile)*	# of Sample Sites	Sample Date	Exceeds AL	Typical Source
Copper (ppm)	1.3	1.3	0.60	30 of 30	August 2015	No	Erosion of natural deposits; Leaching from wood preservatives; Corrosion of household plumbing systems
Lead (ppb)	0	015	0.0022	30 of 30	August 2015	No	Corrosion of household plumbing systems; Erosion of natural deposits

* Results of monitoring are used to determine the concentration at the 90th percentile (e.g., if 100 samples analyzed, the concentration at the 90th highest sample). Based on the number of samples analyzed in 2015 the 90th percentile is the 27th sample for copper and lead.

** AL = Action Level

Unregulated Contaminant Monitoring Rule (UCMR)

EPA uses the Unregulated Contaminant Monitoring Rule (UCMR) to collect data for contaminants that are suspected to be present in drinking water and do not have health-based standards set under the Safe Drinking Water Act (SDWA). Unregulated contaminant monitoring helps EPA to determine where certain contaminants occur and whether the Agency should consider regulating those contaminants in the future. UCMR sampling for the EPA required four quarterly periods was completed in the Santa Fe water system between March and December 2015.

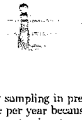
UNREGULATED CONTAMINANT MONITORING

NAME	UNIT	REPORTED LEVELS*	RANGE LOW	RANGE HIGH
1,4-Dioxane	ppb	0.080	0.079	0.082
Chlorate	ppb	127	23	380
Chromium	ppb	0.75	0.22	2.0
Hexavalent Chromium (Dissolved)	ppb	0.46	0.03	1.9
Molybdenum	ppb	3.7	2.1	5.3
Strontium	ppb	166	35	430
Vanadium	ppb	2.9	0.2	9.2

* Average of all of 2015 UCMR results

The average of all of the monitoring results and the range of detections for any detected unregulated contaminants for which state or federal rules require monitoring are presented in the table. Other contaminants were collected and analyzed, as required by EPA, but they were not found above detection limits in any City of Santa Fe samples, and therefore are not included in the above table.

Conserve Water... every drop counts



2015 City of Santa Fe Water Quality Table

The table on the following page lists contaminants which:

1. have associated primary Maximum Contaminant Levels (MCLs) that are regulated and
2. were detected in testing conducted by the City and New Mexico Environment Department.

The table includes only those constituents found above detection limits during 2015 sampling, or during sampling in previous years if not analyzed during 2015. The EPA requires monitoring for certain contaminants less than once per year because the concentrations are not expected to vary significantly from year to year. The City is required to test for over 80 contaminants, and the vast majority of these contaminants were not found above detection limits. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of these contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's (EPA) Safe Drinking Water Hotline (800) 426-4791, or visiting www.epa.gov/safewater.

Please view separate 2015 Water Quality Table

City of Santa Fe 2015 Water Quality Table
Regulated Compliance Monitoring

Contaminant	Units	MCL	MCLG	City Well Field[a]	Sample Date	Buckman Tank[a]	Sample Date	Canyon Road WTP	Sample Date	Buckman RWTP	Sample Date	Violation	Typical Source
Organic Contaminants													
1,1,1-Trichloroethane	ppb	200	200	0.1 (ND - 0.1)	2014	ND	2014	ND	2014	ND	2014	No	Discharge from metal degreasing sites and other factories
1,1-Dichloroethylene	ppb	7	7	0.21 (ND - 0.21)	2014	ND	2014	ND	2014	ND	2014	No	Discharge from industrial chemical factories
1,2-Dichloroethane	ppb	5	zero	0.20 (ND - 0.20)	2014	ND	2014	ND	2014	ND	2014	No	Discharge from industrial chemical factories
Tetrachloroethylene	ppb	5	zero	0.28 (ND - 0.28)	2014	ND	2014	ND	2014	ND	2014	No	Discharge from factories and dry cleaners
Synthetic Organic Contaminants													
Ethylene Dibromide	ppb	0.05	zero	0.007 (ND - 0.007)	2014	ND	2014	ND	2014	ND	2014	No	Discharge from petroleum refineries
Inorganic Contaminants													
Arsenic	ppb	10	0	ND	2015	ND	2015	ND	2015	ND	2015	No	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes
Barium	ppm	2	2	0.8 (0.1 - 0.8)	2014	ND	2014	ND	2014	ND	2015	No	Discharge from drilling wastes; Discharge from metal refineries; Erosion of natural deposits
Bromate	ppb	10	zero	NA	NA	NA	NA	NA	NA	7.3 (ND -7.3)	2015	No	Byproduct of drinking water disinfection
Chromium	ppb	100	100	1 (ND - 1)	2014	ND	2014	ND	2015	ND	2015	No	Discharge from steel and pulp mills; erosion of natural deposits
Fluoride	ppm	4	4	0.10 (0.14 - 0.10)	2014	0.4	2014	0.11	2015	0.37	2015	No	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories
Nitrate [as N]	ppm	10	10	0.65 (3.03 - 6.65)	2015	0.18	2015	0.12	2015	0.19	2015	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion from natural deposits
Radioactive Contaminants													
Gross Alpha Emitters	pCi/L	15	0	4.4 (1.9 - 4.4)	2014	4.2	2014	ND	2014	1.2	2014	No	Erosion of natural deposits
Gross Beta/Photon Emitters	pCi/L	50[b]	NA	1.5 (ND - 1.5)	2014	2.3	2014	1.4	2014	2.3	2014	No	Decay of natural and man-made deposits.
Radium 226/228	pCi/L	5	0	0.77 (0.10 - 0.77	2014	0.07	2014	0.18	2014	0.1	2014	No	Erosion of natural deposits
Uranium	ppb	30	0	2.0 (ND - 2.0)	2014	2.0	2014	ND	2014	1	2014	No	Erosion of natural deposits;
Surface Water Contaminants													
Turbidity[c] (highest single measurement)	NTU	TT = 1.0	0	NA	NA	NA	NA	0.33	2015	0.18	2015	No	Soil Runoff
Turbidity[c] (lowest monthly % meeting limits)	NTU	TT = % <0.3 NTU	0	NA	NA	NA	NA	100.0%	2015	100.0%	2015	No	Soil Runoff
Total Organic Carbon (TOC)	NA	TT (35%-45% Removal)	NA	NA	NA	NA	NA	53% to 64% removal	2015	NA	NA	No	Naturally present in the environment

Note:

a) EPA considers 50 pCi/L to be the level of concern for beta particles.

b) Turbidity is a measure of the cloudiness of water. We monitor it because it is a good indicator of the effectiveness of our filtration system.

c) City wellfield: Alto, Agua Fria, Ferguson, Osage, Santa Fe, St. Mikes & Torreon.

d) Buckman Wells 1-13 and Northwest Well.

Key to Units, Terms and Abbreviations

NA: Not Applicable.

ND: Not Detected.

NTU: Nephelometric Turbidity Units.

ppm: parts per million, or milligrams per liter (mg/L).

ppb: parts per billion, or micrograms per liter (µg/L).

pCi/L: picocuries per liter (a measure of radioactivity).

µg/L: Number of micrograms of substance per liter of water.

mg/L: Number of milligrams of substance per liter of water.

µmhos/cm: Micromhos per centimeter or µS/cm (microsiemens per centimeter) – a measure of electrical conductivity in water due to the presence of dissolved inorganic ions (e.g., calcium, chloride, sodium, etc.).

Pt-Co units: Platinum–Cobalt color units – a measure of color also called the "Hazen Scale" or "APHA color", as defined in ASTM International Standard D1209

(Range): The range represents the highest and low values. Range values are not provided if only one sample was taken during the range period.

AL: Action level: The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements, which a water system must follow.

LRAA: Locational running annual average - the average of analytical results for samples at a particular monitoring location during the previous four calendar quarters. LRAA at each sampling location must be below the MCL (0.060 mg/L for Total Haloacetic Acids and 0.080 mg/L for Total Trihalomethanes)

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. MCL's are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL) – The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG) – The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Secondary MCL (SMCL): Non-mandatory water quality standards for certain contaminants established as guidelines to assist public water systems in managing their drinking water for aesthetic considerations, such as taste, color and odor. These contaminants are not considered to present a risk to human health at the SMCL.

TT: Treatment Technique: a required process intended to reduce the level of a contaminant in drinking water.

2015 Water Quality Report

City of Santa Fe Water Division P.O. Box 909, Santa Fe, NM 87504 Customer Service (505) 955-4333 Administration (505) 955-4210

The City of Santa Fe's Water Division (the City) is pleased to provide the 2015 Water Quality Report. A safe and dependable water supply is vital to our community and is the primary mission of the City. This report is provided annually and contains information on the quality of water obtained throughout the calendar year. In 2015, the City's drinking water met all U.S. Environmental Protection Agency (EPA) and State drinking water quality limits. The report contains additional details about where your water comes from, what it contains, and how it compares to standards set by federal and state regulatory agencies. It also provides educational information on contaminants which may be a concern.

Sources of Supply

The City was served by four distinct sources of supply in 2015. The 17,000 acre Santa Fe Watershed provides surface runoff to the Santa Fe River where it is stored in the McClure and Nichols Reservoir prior to treatment. Surface water from the Santa Fe River and Rio Grande is treated through conventional and advanced treatment processes at the Canyon Road Water Treatment Plant and Buckman Regional Water Treatment Plant (BRWTP), respectively. The City Well Field is mostly located in close proximity to the Santa Fe River and consists of 8 active wells located within the City limits of Santa Fe. The Buckman Well Field consists of 13 wells located near the Rio Grande, approximately 15 miles northwest of Santa Fe. All four sources are treated with chlorine for protection of customers against disease-causing microorganisms (pathogens), including bacteria and viruses. Fluoride is added to the water supply to benefit the community as recommended by public health professionals.

In 2011, the Buckman Direct Diversion (BDD) Project surface water supply was successfully integrated into the municipal distribution system and operated in conjunction with the City's pre-existing sources of supply throughout 2015. The surface water treated at the BRWTP is taken directly from the Rio Grande. BDD not only improves sustainability for the area but also increases the City's resilience under drought conditions, replacing current groundwater pumping that cannot be sustained, and making the City's wells available as drought and emergency reserves rather than sources used to meet daily water demands.

Do I need to take special precautions?

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These individuals should seek advice about the safety of their drinking water supply from their health care providers. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

and its Availability

The New Mexico Environment Department (NMED) completed a Source Water Assessment for the City of Santa Fe. This assessment includes a determination of source water protection areas and an inventory of pollution sources within the areas of concern. NMED concluded: "The Susceptibility Analysis of the City of Santa Fe water utility reveals that the utility is well maintained and operated, and the sources of drinking water are generally protected from potential sources of contamination based on an evaluation of the available information. The susceptibility rank of the entire water system is **"moderately low"**. A copy of the Assessment is available by contacting NMED at 505-476-8620.

City ordinances adopted in 2005 built upon the recommendations in the Source Water Assessment. The "Safe Drinking Water and Source Water Protection" and the "Stormwater Illicit Discharge Control" ordinances provide additional controls and protections for the City's ground and surface water supplies. In addition, the City established a Stormwater Program with the goal of reducing pollutant discharged to the Santa Fe River. Please contact 955-2134 to report illegal dumping in storm drains, streets and arroyos.

En Espanol

Este reporte contiene información importante sobre la calidad del agua en Santa Fe. Si tiene alguna pregunta o duda sobre este reporte puede hablarle a Victor Archuleta al teléfono 505-955-4370.

City of Santa Fe 2016 Water Quality Table

Regulated Compliance Monitoring

Contaminant	Units	MCL	MCLG	City Well Field[c]	Sample Date	Buckman Tank[b]	Sample Date	Canyon Road WTP	Sample Date	Buckman RWTP	Sample Date	Violation	Typical Source
Inorganic Contaminants													
Arsenic	ppb	10	0	4	2016	2	2014	ND	2016	ND	2015	No	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes
Barium	ppm	2	2	0.6	2016	ND	2014	ND	2016	ND	2015	No	Discharge from drilling wastes; Discharge from metal refineries; Erosion of natural deposits
Bromate	ppb	10	zero	NA	NA	NA	NA	NA	NA	1.7 (ND - 4.7)	2016	No	Byproduct of drinking water disinfection
Chromium	ppb	100	100	ND	2016	ND	2014	ND	2016	1	2016	No	Discharge from steel and pulp mills; erosion of natural deposits
Fluoride	ppm	4	4	0.19	2016	0.4	2014	0.13	2016	0.28	2016	No	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories
Nitrate [as N]	ppm	10	10	7.15 (2.95 - 7.15)	2016	0.1	2016	ND	2016	0.12	2016	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion from natural deposits
Radioactive Contaminants													
Gross Alpha Emitters	pCi/L	15	0	4.4 (1.9 - 4.4)	2014	4.2	2014	ND	2014	1.2	2014	No	Erosion of natural deposits
Gross Beta/Photon Emitters	pCi/L	50[a]	NA	1.5 (ND - 1.5)	2014	2.3	2014	1.4	2014	2.3	2014	No	Decay of natural and man-made deposits
Radium 226/228	pCi/L	5	0	0.77 (0.10 - 0.77	2014	0.07	2014	0.18	2014	0.1	2014	No	Erosion of natural deposits
Uranium	ppb	30	0	2.0 (ND - 2.0)	2014	2.0	2014	ND	2014	1	2014	No	Erosion of natural deposits
Surface Water Contaminants													
Turbidity[d] (highest single measurement)	NTU	TT = 1.0	0	NA	NA	NA	NA	0.25	2016	0.29	2016	No	Soil Runoff
Turbidity[d] (lowest monthly % meeting limits)	NTU	TT = ⅓ <0.3 NTU	0	NA	NA	NA	NA	100%	2016	100%	2016	No	Soil Runoff
Total Organic Carbon (TOC)	NA	TT (45% Removal)	NA	NA	NA	NA	NA	46% to 68% removal	2016	NA	NA	No	Naturally present in the environment

Notes:

a. EPA considers 50 pCi/L to be the level of concern for beta particles.
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2016 Water Quality Table Report

City of Santa Fe Water Division
Post Office Box 909, Santa Fe, NM 87504

Customer Service – 505.955.4333
Administration – 505.955.4202

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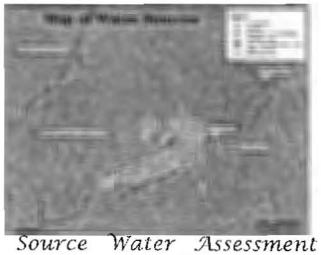
Contacts for Additional Information

If you have any questions, comments, or suggestions regarding this report please contact Alex Puglisi at (505) 955-4232 or write to the above address.



Source Water Assessment and its Availability

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City ordinances adopted in 2005 built upon the recommendations in the Source Water Assessment. The "Safe Drinking Water and Source Water Protection" and the "Stormwater Illicit Discharge Control" ordinances provide additional controls and protections for the City's ground and surface water supplies. In addition, the City established a Stormwater Program with the goal of reducing pollutant discharged to the Santa Fe River. Please contact (505) 955-5644 to report illegal dumping in storm drains, streets and arroyos.

En Español– Este reporte contiene información importante sobre la calidad del agua en Santa Fe. Si tiene alguna pregunta o duda sobre este reporte puede hablarle a Patricio Pacheco al teléfono (505) 955-4225.

Why are there Contaminants in my Drinking Water?

Sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants in drinking water may include:

Microbial contaminants, such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

Inorganic contaminants, such as salts and metals can be naturally-occurring or result from urban storm-water runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.

Pesticides and herbicides, may come from a variety of sources, such as agriculture, urban storm-water runoff, and residential uses.

Organic chemical contaminants, including synthetic and volatile organic chemicals, are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.

Radioactive contaminants, which can be naturally occurring, man-made from nuclear facilities and atmospheric deposition from former above ground testing, or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Nitrates

City of Santa Fe drinking water meets the federal drinking water standard of 10 ppm for nitrates (10 mg/L as N). Nitrates have been detected in some of the City Wells up to 7.15 ppm. Nitrate in drinking water at levels above 10 ppm is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant you should ask advice from your health care provider.

Arsenic

The drinking water standard for arsenic is 10 µg/L. The City's drinking water continued to meet this standard throughout 2016. Arsenic occurs naturally in the earth's crust. When these arsenic-containing rocks, minerals, and soil erode, they release arsenic into ground water. While our drinking water meets EPA's standard for arsenic, it does contain low levels of arsenic. The EPA standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. EPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

Microbial and Disinfection Byproducts Rule

The Microbial and Disinfection Byproducts (M/DBP) Rules are a set of interrelated regulations that address risks from microbial pathogens and disinfectants/ disinfection byproducts (DBPs). The Stage 2 Disinfectants and Disinfection By-Products Rule (DBPR) focuses on public health protection by limiting exposure to DBPs (known carcinogens), specifically total trihalomethanes (TTHM) and five haloacetic acids (HAA5), which can form in water through disinfectants used to control microbial pathogens.

The City of Santa Fe system has eight compliance sampling locations for TTHM and HAA5. Each location is sampled once per quarter. The average of analytical results for DBPs at a given location during the previous four quarterly samples is called the locational running annual average (LRAA). The LRAA at each location must be below the MCL (0.060 mg/L for HAA5 and 0.080 mg/L for TTHM). Results shown in the Table below indicate that the individual quarterly values during 2016 ranged from 0.001 to 0.036 mg/L for HAA5 and 0.0069 to 0.063 mg/L for TTHM. The highest LRAA was 0.0263 mg/L for HAA5 and 0.0547 mg/L for TTHM, indicating that the system is in compliance.

	MCL†	MCLG†	Sample Year	Highest LRAA‡	Range 2016‡		Typical Source
					Low†	High†	
Haloacetic Acids (HAA5)	0.060	NA	2016	0.0263	0.0014	0.0362	By-product of drinking water chlorination
Total Trihalomethanes (TTHMs)	0.080	NA	2016	0.0547	0.0069	0.0534	By-product of drinking water chlorination

† = units are ppm (mg/L)
‡ = individual samples at all locations

The Stage 2 DBPR also regulates the maximum residual for disinfectants: chlorine dioxide, free chlorine, and chloramines. The disinfectants are water additives used to control microorganisms, particularly as a residual disinfectant in distribution system pipes.

The City of Santa Fe water system uses free chlorine as a disinfectant. For the year 2016, sampling was performed at 80 monitoring locations each month. The results are summarized in the table below:

	MRDL†	MRDLG†	Sample Year	Highest Level Detected†	Range 2016		Violation	Typical Source
					Low†	High†		
Chlorine Residual	4.0	4	2016	2.20	0.00	2.20	No	Water additive used to control microbes

† = units are ppm (mg/L)

Cryptosporidium

Cryptosporidium is a protozoan parasite that is common in surface waters. The oocyst is the transmission stage of the organism. *Cryptosporidium* is introduced into our source waters via wild animal populations. Although the organism is readily removed by the conventional treatment process utilized at the Canyon Road Water Treatment facility, the oocyst is resistant to chemical disinfectants like chlorine and the primary reason to determine if additional treatment is required. Ingestion of *Cryptosporidium* may cause cryptosporidiosis, an abdominal infection.

In April 2007 the City began a two-year study to determine the average *Cryptosporidium* concentration in source water entering the Canyon Road Water Treatment facility. The sampling portion of the study was completed in March of 2009. The study is part of the requirements contained in the 2006 USEPA Long-Term Enhanced Surface Water Treatment Rule. *Cryptosporidium* was detected in a single untreated sample in each of the following months: December of 2007, September 2008 and October 2008. The highest 12-month consecutive mean for this study was 0.018 oocysts/L. Since the concentration is <0.075 oocysts/L, no additional treatment at the Canyon Road Water Treatment Facility was necessary. The City began a second round of sampling, one sample a month, starting in October 2015 and scheduled to end in September 2017. No *Cryptosporidium* oocysts have been detected since monitoring began in October 2015 (through December 2016). As with *Cryptosporidium* oocysts, no *Giardia Lamblia* cysts have been detected in the same time period.

Any new water system treating surface water such as BDD is required to monitor *Cryptosporidium* for 24 consecutive months. At the BDD the untreated raw Rio Grande water *Cryptosporidium* test results range from 0 to 0.4 oocysts/L. BDD began a second round of sampling, one sample a month, starting in October 2015 and scheduled to end in September 2017. *Cryptosporidium* oocysts were only detected in one of twelve monthly raw water samples at BRWTP, and the only detection was 0.1 oocyst/L.

Unregulated Contaminant Monitoring Rule (UCMR)

EPA uses the Unregulated Contaminant Monitoring Rule (UCMR) to collect data for contaminants that are suspected to be present in drinking water and do not have health-based standards set under the Safe Drinking Water Act (SDWA). Unregulated contaminant monitoring helps EPA to determine where certain contaminants occur and whether the Agency should consider regulating those contaminants in the future. UCMR sampling for the EPA required four quarterly periods was completed in the Santa Fe water system between March and December 2015.

The average of all of the monitoring results and the range of detections for any detected unregulated contaminants for which state or federal rules require monitoring are presented in the table. Other contaminants were collected and analyzed, as required by EPA, but they were not found above detection limits in any City of Santa Fe samples, and therefore are not included in the above table.

Unregulated Contaminant Monitoring–

Name	Units	Reported Level*	Range 2016	
			Low	High
1,4-Dioxane	ppb	0.380	0.078	0.682
Chlorate	ppb	127	23	380
Chromium	ppb	0.75	0.22	2.0
Hexavalent Chromium (Dissolved)	ppb	0.46	0.03	1.9
Molybdenum	ppb	3.7	2.1	5.3
Strontium	ppb	166	35	438
Vanadium	ppb	2.9	0.2	9.2

* Average of all of 2015 UCMR results

Lead and Copper Rule

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Santa Fe is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at http://www.epa.gov/safewater/lead.

Tests for lead and copper are taken from customer taps located throughout the City once every three years. The most recent round of lead and copper testing took place in August 2015. The next survey will be performed in 2018. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing.

Inorganic Contaminants	MCLG	AL**	City Water Levels (90th Percentile)*	# of Samples <AL	Sample Date	Exceeds AL	Typical Source
Copper (ppm)	1.3	1.3	0.60	30 of 30	August 2015	No	Erosion of natural deposits; Leaching from wood preservatives; Corrosion of household plumbing systems
Lead (ppm)	0	0.015	0.0022	30 of 30	August 2015	No	Corrosion of household plumbing systems; Erosion of natural deposits

*Results of monitoring are used to determine the concentration at the 90th percentile (e.g., if 100 samples analyzed, the concentration at the 90th highest sample).
**Based on the number of samples analyzed in 2015 the 90th percentile is the 27th sample for copper and lead.
** AL = Action Level

Monitoring for LANL-derived contaminants

In cooperation with Los Alamos National Laboratory (LANL) and the New Mexico Environment Department, the City currently monitors Buckman Wells 1, 6 and 8 for LANL derived contamination on a quarterly basis. Samples are analyzed for radionuclides, general inorganic chemicals, metals, high explosives and organics. This repeat sampling has occurred during the years 2001 – 2016 and has indicated that Laboratory-derived radionuclides are not present in the Buckman Wells 1, 6 and 8. The results do indicate detectable levels of radionuclides associated with natural sources. These wells are part of the 13 wells that make-up the Buckman Wellfield. When these wells are used, water from these wells is delivered to the Buckman Tank prior to distribution into the system

2016 City of Santa Fe Water Quality Table

The table on the following page lists contaminants which:

1) have associated primary Maximum Contaminant Levels (MCLs) that are regulated and

2) were detected in testing conducted by the City and New Mexico Environment Department.

The table includes only those constituents found above detection limits during 2016 sampling, or during sampling in previous years if not analyzed during 2016. The EPA requires monitoring for certain contaminants less than once per year because the concentrations are not expected to vary significantly from year to year. The City is required to test for over 80 contaminants, and the vast majority of these contaminants were not found above detection limits. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of these contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's (EPA) Safe Drinking Water Hotline (800) 426-4791, or visiting www.epa.gov/safewater.

Please view separate City of Santa Fe 2016 Water Quality Table

Why are there Contaminants in my Drinking Water?

Sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants in drinking water may include:

Microbial contaminants, such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

Inorganic contaminants, such as salts and metals can be naturally-occurring or result from urban storm-water runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.

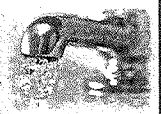
Pesticides and herbicides, may come from a variety of sources, such as agriculture, urban storm-water runoff, and residential uses.

Organic chemical contaminants, including synthetic and volatile organic chemicals, are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.

Radioactive contaminants, which can be naturally occurring, man-made from nuclear facilities and atmospheric deposition from former above ground testing, or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Nitrates



City of Santa Fe drinking water meets the federal drinking water standard of 10 ppm for nitrates (10 mg/L as N). Nitrates have been detected in some of the City Wells up to 7 ppm. Nitrate in drinking water at levels above 10 ppm is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant you should ask advice from your health care provider.

Arsenic

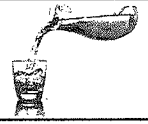
The drinking water standard for arsenic is 10 µg/L. The City's drinking water continued to meet this standard throughout 2017. Arsenic occurs naturally in the earth's crust. When these arsenic-containing rocks, minerals, and soil erode, they release arsenic into ground water. While our drinking water meets EPA's standard for arsenic, it does contain low levels of arsenic. The EPA standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. EPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

Cryptosporidium

Cryptosporidium is a protozoan parasite that is common in surface waters. The oocyst is the transmission stage of the organism. *Cryptosporidium* is introduced into our source waters via wild animal populations. Although the organism is readily removed by the conventional treatment process utilized at the Canyon Road Water Treatment facility, the oocyst is resistant to chemical disinfectants like chlorine and the primary reason to determine if additional treatment is required. Ingestion of *Cryptosporidium* may cause cryptosporidiosis, an abdominal infection.

In April 2007 the City began a two-year study to determine the average *Cryptosporidium* concentration in source water entering the Canyon Road Water Treatment facility. The sampling portion of the study was completed in March of 2009. The study was part of the requirements contained in the 2006 USEPA Long-Term Enhanced Surface Water Treatment Rule. *Cryptosporidium* was detected in a single untreated sample in each of the following months: December of 2007, September 2008 and October 2008. The highest 12-month consecutive mean for this study was 0.018 oocysts/L. Since the concentration is <0.075 oocysts/L, no additional treatment at the Canyon Road Water Treatment Facility was necessary. The City began a second round of sampling, one sample a month, starting in October 2015 and completed in September 2017. No *Cryptosporidium* oocysts were detected during the second round of sampling during the October 2015 to September 2017 period, and consequently no additional treatment at the Canyon Road Water Treatment Facility is necessary. As with *Cryptosporidium* oocysts, no Giardia Lamblia cysts have been detected in the October 2015 to September 2017 time period at the Canyon Road WTP.

Any new water system treating surface water such as BDD is required to monitor *Cryptosporidium* for 24 consecutive months. At the BDD the untreated raw Rio Grande water *Cryptosporidium* test results ranged from 0 to 0.4 oocysts/L. BDD began a second round of sampling, one sample a month, starting in October 2015 and ending September 2017. No *Cryptosporidium* oocysts were detected during the second round of sampling (October 2015 to September 2017, except July 2017 (0.1 oocysts/L), and consequently no additional treatment at the Buckman Regional Water Treatment Facility is necessary.



Voluntary Monitoring

For the results of additional voluntary monitoring for the Canyon Road WTP, Buckman Wells and City Wells, please see the City's Water Quality page at *www.santafenm.gov/water_quality*. Annual Voluntary Monitoring data Results will be available starting in July 2018 for each previous calendar year. "Voluntary Monitoring" data on the website lists results from voluntary monitoring at entry points into the distribution system associated with BRWTP, and the Canyon Road WTP. Since these samples are collected at the point of entry of water into the City's distribution system, the reported concentrations of contaminants may be further diluted in the distribution system through mixing with water from other City sources.

EPA has established secondary maximum contaminant levels (SMCL) for certain contaminants. Secondary Standards are non-enforceable standards that serve as guidelines to assist public water systems in managing their drinking water. The presence of these contaminants typically results from the erosion of natural deposits. Aluminum and manganese containing materials are used as treatment aids in the water treatment process.

For the results of additional voluntary monitoring see the Buckman Direct Diversion website at www.bddproject.org. To view voluntary monitoring results click the "Quality" tab and then go to "Monitoring, Testing, and Reporting" followed by "Water Quality Sampling Reports."

Monitoring for LANL Derived Contaminants

In cooperation with Los Alamos National Laboratory (LANL) and the New Mexico Environment Department, the City currently monitors Buckman Wells 1, 6 and 8 for LANL derived contamination on a quarterly basis. Samples are analyzed for radionuclides, general inorganic chemicals, metals, high explosives and organics. This repeat sampling has occurred during the years 2001-2015 and has indicated that Laboratory-derived radionuclides are not present in the Buckman Wells 1, 2, 6 and 8. The results do indicate detectable levels of radionuclides associated with natural sources. These wells are part of the 13 wells that make-up the Buckman Wellfield. When these wells are used, water from these wells is delivered to the Buckman Tank prior to distribution into the system.

Microbial and Disinfection Byproducts Rule

The Microbial and Disinfection Byproducts (M/DBP) Rules are a set of interrelated regulations that address risks from microbial pathogens and disinfectants/ disinfection byproducts (DBPs). The Stage 2 Disinfectants and Disinfection By-Products Rule (DBPR) focuses on public health protection by limiting exposure to DBPs (known carcinogens), specifically total trihalomethanes (TTHM), five haloacetic acids (HAA5), and bromate which can form in water through disinfectants used to control microbial pathogens.

The City of Santa Fe system has eight compliance sampling locations for TTHM and HAA5. Each location is sampled once per quarter. The average of analytical results for DBPs at n given location during the previous four quarterly samples is called the locational running annual average (LRAA). The LRAA at each location must be below the MCL (0.060 mg/L for HAA5 and 0.080 mg/L for TTHM). Results shown in the Table below indicate that the individual quarterly values during 2017 ranged from 0.004 to 0.035 mg/L for HAA5 and 0.022 to 0.069 mg/L for TTHM. The highest LRAA was 0.028 mg/L for HAA5 and 0.057 mg/L for TTHM, indicating that the system is in compliance.

	MCL	MCLG	Sample Year	Highest LRAA†	Range 2017 ‡ Low ‡	Range 2017 ‡ High ‡	Typical Source
Haloacetic Acids (HAA5s)	.060	NA	2017	0.028	0.004	0.035	By-product of drinking water chlorination
Total Trihalomethane (TTHMs)	.080	NA	2017	0.057	0.022	0.069	By-product of drinking water chlorination

† = units are ppm (mg/L) ‡ = individual samples at all locations

Bromate monitoring is required at the entrance to the distribution system whenever ozone is used to treat drinking water. BRWTP is the only treated water source that supplies ozonated water to the City of Santa Fe. Compliance is based on the running annual average (RAA) of monthly samples collected from BRWTP finished water. In 2017 the highest RAA was 0.005 mg/L, which is lower than the 0.010 mg/L MCL, indicating that the system was in compliance with bromate requirements for all of 2017.

	MCL	MCLG	Sample Year	Highest LRAA†	Range 2017 ‡ Low ‡	Range 2017 ‡ High ‡	Typical Source
Bromate§	.010	ZERO	2017	0.005§	0.003	0.005	By-product of drinking water disinfection

† = units are ppm (mg/L)
‡ = individual monthly samples
§ = monitoring required at BRWTP only. Compliance value is based on running annual average (RAA) of monthly finished water results.

The Stage 2 DBPR also regulates the maximum residual for disinfectants: chlorine dioxide, free chlorine, and chloramines. The disinfectants are water additives used to control microorganisms, particularly as a residual disinfectant in distribution system pipes.

The City of Santa Fe water system uses free chlorine as a disinfectant. For the year 2017, sampling was performed at 80 monitoring locations each month. The results are summarized in the table below:

	MRDL	MRDLG	Sample Maximum Year	RAA†	Range 2017 Low ‡	Range 2017 High ‡	Violation	Typical Source
Chlorine Residual	4.00	4	2017	0.5	0.01	1.52	NO	Water additives used to control microbes

† = units are ppm (mg/L)

Lead and Copper Rule

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Santa Fe is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at http://www.epa.gov/safewater/lead.

Tests for lead and copper are taken from customer taps located throughout the City once every three years. The most recent round of lead and copper testing took place in August 2015. A new round of Lead and Copper sampling is scheduled for completion in 2018. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing.

Inorganic Contaminants	MCLG	AL**	City Water Levels (90th percentile)*	# of Sample >AL	Sample Date	Exceeds AL	Typical Source
Copper (ppm)	1.3	1.3	0.60	30 of 30	August 2015	No	Erosion of natural deposits; Leaching from wood preservatives; Corrosion of household plumbing systems
Lead (ppb)	0	15	0.0022	30 of 30	August 2015	No	Corrosion of household plumbing systems; Erosion of natural deposits

* Results of monitoring are used to determine the concentration at the 90th percentile (e.g., if 100 samples analyzed, the concentration at the 90th highest sample). Based on the number of samples analyzed in 2015 the 90th percentile is the 27th sample for copper and lead.

** AL = Action Level

Unregulated Contaminant Monitoring Rule (UCMR)

EPA uses the Unregulated Contaminant Monitoring Rule (UCMR) to collect data for contaminants that are suspected to be present in drinking water and do not have health-based standards set under the Safe Drinking Water Act (SDWA). Unregulated contaminant monitoring helps EPA to determine where certain contaminants occur and whether the Agency should consider regulating those contaminants in the future. UCMR sampling for the EPA required four quarterly periods was completed in the Santa Fe water system between March and December 2015.

UNREGULATED CONTAMINANT MONITORING -				
NAME	UNIT	REPORTED LEVELS*	RANGE LOW	RANGE HIGH
1,4-Dioxane	ppb	0.080	0.078	0.082
Chlorate	ppb	127	23	380
Chromium	ppb	0.75	0.22	2.0
Hexavalent Chromium (Dissolved)	ppb	0.46	0.03	1.9
Molybdenum	ppb	3.7	2.1	5.3
Strontium	ppb	166	35	430
Vanadium	ppb	2.9	0.2	9.2

* Average of all of 2015 UCMR results

The average of all of the monitoring results and the range of detections for any detected unregulated contaminants for which state or federal rules require monitoring are presented in the table. Other contaminants were collected and analyzed, as required by EPA, but they were not found above detection limits in any City of Santa Fe samples, and therefore are not included in the above table.

Conserve water...
every drop counts

2017 City of Santa Fe Water Quality Table

The table on the following page lists contaminants which:

1. have associated primary Maximum Contaminant Levels (MCLs) that are regulated and
2. were detected in testing conducted by the City and New Mexico Environment Department.

The table includes only those constituents found above detection limits during 2017 sampling, or during sampling in previous years if not analyzed during 2017. The EPA requires monitoring for certain contaminants less than once per year because the concentrations are not expected to vary significantly from year to year. The City is required to test for over 80 contaminants, and the vast majority of these contaminants were not found above detection limits Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of these contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's (EPA) Safe Drinking Water Hotline (800) 426-4791, or visiting www.epa.gov/safewater.

Please view separate 2017 Water Quality Table

City of Santa Fe 2017 Water Quality Table

Regulated Compliance Monitoring

Contaminant	Units	MCL	MCLG	City Well Fields[f]	Sample Date	Buckman Tank[f]	Sample Date	Canyon Road WTP	Sample Date	Buckman RRWTP	Sample Date	Violation	Typical Source
Inorganic Contaminants [c]													
Arsenic	ppb	10	0	3.5 (ND - 3.5)	2017	ND	2017	ND	2017	ND	2017	No	Erosion of natural deposits; Runoff from orchards, Runoff from glass and electronics production wastes
Barium	ppm	2	2	0.73 (ND - 0.73)	2017	0.02	2017	0.07	2017	0.04	2017	No	Discharge from drilling wastes; Discharge from metal refineries; Erosion of natural deposits
Selenium	ppb	50	50	2 (0 - 2)	2017	ND	2017	ND	2017	ND	2017	No	Discharge from petroleum and metal refineries; Erosion of natural deposits; Discharge from mines
Fluoride	ppm	4	4	0.1 (ND - 0.1)	2017	0.4	2017	0.5	2017	0.3	2017	No	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories
Nitrate [as N]	ppm	10	10	7 (2 - 7)	2017	ND	2017	ND	2017	ND	2017	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion from natural deposits
Synthetic Organic Contaminants [c]													
Di(2-Ethylhexyl) Phthalate	ppm	0.006	0	0.001 (ND - 0.001)	2017	ND	2017	ND	2017	ND	2017	No	Discharge from rubber and chemical factories
Radioactive Contaminants [c]													
Gross Alpha Emitters	pCi/L	15	0	1.5 (0.2 - 1.5)	2017	1.8	2017	NA	NA	ND	2017	No	Erosion of natural deposits
Gross Beta/Photon Emitters	pCi/L	50[g]	NA	1.4 (ND - 1.4)	2017	3.5	2017	NA	NA	1.7	2017	No	Decay of natural and man-made deposits.
Radium 226/228	pCi/L	5	0	0.75 (0.39 - 0.75)	2017	0.03	2017	NA	NA	0.03	2017	No	Erosion of natural deposits
Uranium	ppb	30	0	1	2017	2	2017	NA	NA	ND	2017	No	Erosion of natural deposits;
Surface Water Contaminants [c]													
Turbidity[d] (highest single measurement)	NTU	TT = 1.0	0	NA	NA	NA	NA	0.22	2017	0.09	2017	No	Soil Runoff
Turbidity[e] (lowest monthly % meeting limits)	NTU	TT = % <0.3 NTU	0	NA	NA	NA	NA	100%	2017	99.4%	2017	No	Soil Runoff
Total Organic Carbon (removal ratio) (TOC) - TREATED	NA	TT[h]	NA	NA	NA	NA	NA	1.2[g] (1.2 - 1.3)	2017	NA	NA	No	Naturally present in the environment

Note:

a) EPA considers 50 pCi/L to be the level of concern for beta particles.
b) Alternative compliance criteria used to meet TOC removal requirements (running annual average of TOC removal ratio must be >1 each month).
c) The range represents the highest and low values within the Compliance Period indicated, if more than one sample was collected.
d) Turbidity is a measure of the cloudiness of water. We monitor it because it is a good indicator of the effectiveness of our filtration system.
e) City wellfield: Alto, Agua Fria, Ferguson, Osage, Santa Fe, St. Mikes & Torreon.
f) Buckman Wells 1-13 and Northwest Well.
g) Running annual average (RAA) of TOC removal ratio for each month during 2017 - minimum ratio was 1.2 (as per 40 CFR.141.135 (c) 2006).

Key to Units, Terms and Abbreviations

NA: Not Applicable.
ND: Not Detected.
NTU: Nephelometric Turbidity Units.
ppm: parts per million, or milligrams per liter (mg/L).
ppb: parts per billion, or micrograms per liter (µg/L).
pCi/L: picocuries per liter (a measure of radioactivity).
µg/L: Number of micrograms of substance per liter of water.
mg/L: Number of milligrams of substance per liter of water.
µmhos/cm: Micromhos per centimeter or µS/cm (microsiemens per centimeter) – a measure of electrical conductivity in water due to the presence of dissolved inorganic ions (e.g., calcium, chloride, sodium, etc.).
Pt-Co units: Platinum–Cobalt color units – a measure of color also called the "Hazen Scale" or "APHA color", as defined in ASTM International Standard D1209
(Range): The range represents the highest and low values. Range values are not provided if only one sample was taken during the range period.
AL: Action level: The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements, which a water system must follow.
LRAA: Locational running annual average - the average of analytical results for samples at a particular monitoring location during the previous four calendar quarters. LRAA at each sampling location must be below the MCL(0.060 mg/L for Total Haloacetic Acids and 0.080 mg/L for Total Trihalomethanes)
Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
Maximum Residual Disinfectant Level (MRDL) – The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
Maximum Residual Disinfectant Level Goal (MRDLG) – The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
Secondary MCL (SMCL): Non-mandatory water quality standards for certain contaminants established as guidelines to assist public water systems in managing their drinking water for aesthetic considerations, such as taste, color and odor. These contaminants are not considered to present a risk to human health at the SMCL.
TT: Treatment Technique: a required process intended to reduce the level of a contaminant in drinking water.

2017 Water Quality Report

City of Santa Fe Water Division P.O. Box 909, Santa Fe, NM 87504 Customer Service (505) 955-4333 Administration (505) 955-4202

The City of Santa Fe's Water Division (the City) is pleased to provide the 2017 Water Quality Report. A safe and dependable water supply is vital to our community and is the primary mission of the City. This report is provided annually and contains information on the quality of water obtained throughout the calendar year. In 2017, the City's drinking water met all U.S. Environmental Protection Agency (EPA) and State drinking water quality limits. The report contains additional details about where your water comes from, what it contains, and how it compares to standards set by federal and state regulatory agencies. It also provides educational information on contaminants which may be a concern.

Sources of Supply

The City was served by four distinct sources of supply in 2017. The 17,000 acre Santa Fe Watershed provides surface runoff to the Santa Fe River where it is stored in the McClure and Nichols Reservoir prior to treatment. Surface water from the Santa Fe River and Rio Grande is treated through conventional and advanced treatment processes at the Canyon Road Water Treatment Plant and Buckman Regional Water Treatment Plant (BRWTP), respectively. The City Well Field is mostly located in close proximity to the Santa Fe River and consists of 8 active wells located within the City limits of Santa Fe. The Buckman Well Field consists of 13 wells located near the Rio Grande, approximately 15 miles northwest of Santa Fe. All four sources are treated with chlorine for protection of customers against disease-causing microorganisms (pathogens), including bacteria and viruses. Fluoride is added to the water supply to benefit the community as recommended by public health professionals.

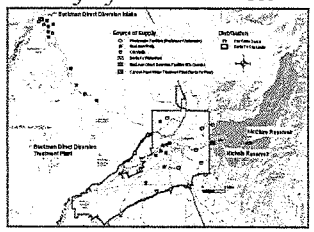
In 2011, the Buckman Direct Diversion (BDD) Project surface water supply was successfully integrated into the municipal distribution system and operated in conjunction with the City's pre-existing sources of supply throughout 2017. The surface water treated at the BRWTP is taken directly from the Rio Grande. BDD not only improves sustainability for the area but also increases the City's resilience under drought conditions, replacing current groundwater pumping that cannot be sustained, and making the City's wells available as drought and emergency reserves rather than sources used to meet daily water demands.

The City has prepared a revision of its 2003 Source Water Protection Plan for finalization and approval by the governing body this year.

Do I need to take special precautions?

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

Map of Water Sources



Source Water Assessment and its Availability

The New Mexico Environment Department (NMED) completed a Source Water Assessment for the City of Santa Fe. This assessment includes a determination of source water protection areas and an inventory of pollution sources within the areas of concern. NMED concluded: "The Susceptibility Analysis of the City of Santa Fe water utility reveals that the utility is well maintained and operated, and the sources of drinking water are generally protected from potential sources of contamination based on an evaluation of the available information. The susceptibility rank of the entire water system is "moderately low". A copy of the Assessment is available by contacting NMED at 505-476-8638.

City ordinances adopted in 2005 built upon the recommendations in the Source Water Assessment. The "Safe Drinking Water and Source Water Protection" and the "Stormwater Illicit Discharge Control" ordinances provide additional controls and protections for the City's ground and surface water supplies. In addition, the City established a Stormwater Program with the goal of reducing pollutant discharged to the Santa Fe River. Please contact 505-955-5044 to report illegal dumping in storm drains, streets and arroyos.

En Espanol

Este reporte contiene información importante sobre la calidad del agua en Santa Fe. Si tiene alguna pregunta o duda sobre este reporte puede hablarle a Patricio Pacheco al teléfono (505) 955-4220 o Mario Torres at (505) 955-4228.

Contacts for Additional Information:

If you have any questions, comments, or suggestions regarding this report please contact Alex Puglisi at 505-955-4232 or write to the above address.

BDD Finished Drinking Water			Statistics on Results			
Parameter	MCL	Units	Num Detects	Minimum	Maximum	Average
Primary Contaminants						
Miroorganisms						
Total Coliforms	5.0 %	present/absent	all absent			
E. Coli		present/absent	all absent			
Disinfection Byproducts						
Bromate	0.01	mg/L	6	0.0010	0.0028	0.0019
Chlorite	1	mg/L				
Haloacetic Acids						
Dichloroacetic Acid		mg/L	12	0.0017	0.0093	0.0041
Trichloroacetic Acid		mg/L	12	0.0010	0.0059	0.0023
Monochloroacetic Acid		mg/L				
Dibromoacetic Acid		mg/L	7	0.0010	0.0016	0.0013
Monobromoacetic Acid		mg/L				
Total Haloacetic Acids	0.06	mg/L	12	0.0030	0.0152	0.0072
Trihalomethanes						
Chloroform		mg/L	10	0.0050	0.0201	0.0103
Bromoform		mg/L	2	0.0005	0.0014	0.0010
Bromodichloromethane		mg/L	8	0.0051	0.0083	0.0061
Dibromochloromethane		mg/L	3	0.0040	0.0049	0.0045
Total Trihalomethanes	0.08	mg/L	10	0.0050	0.0284	0.0168
Disinfectants						
Chlorine	4	mg/L	8	0.1130	0.7500	0.4065
Chloramine	4	mg/L	6	0.2070	0.9740	0.4625
Chlorine Dioxide	0.8	mg/L	2	0.1420	0.2650	0.2035
Inorganic Chemicals						
Antimony	0.006	mg/L	1	0.0004	0.0004	0.0004
Arsenic	0.01	mg/L	1	0.0008	0.0008	0.0008
Barium	2	mg/L	16	0.0370	0.0700	0.0497
Beryllium	0.004	mg/L				
Cadmium	0.005	mg/L				
Chromium	0.1	mg/L	2	0.0010	0.0010	0.0010
Copper	(A.L.) 1.3	mg/L	9	0.0013	0.0031	0.0018
Lead	(A.L.) 0.015	mg/L	1	0.0002	0.0002	0.0002
Mercury	0.002	mg/L				
Selenium	0.05	mg/L	3	0.0011	0.0014	0.0012
Thallium	0.002	mg/L				
Abestos	7	MFL				
Cyanide	0.2	mg/L				
Fluoride	4	mg/L	20	0.2100	0.4900	0.3145
Nitrate (as N)	10	mg/L	11	0.0003	0.2200	0.1335
Nitrite (as N)	1	mg/L				
Nitrate-Nitrite (as N)		mg/L	3	0.1200	0.1900	0.1667
Organic Chemicals						
1,1,1-Trichloroethane	0.2	mg/L				
1,1,2-Trichloroethane	0.005	mg/L				
1,1-Dichloroethylene	0.007	mg/L				
1,2,4-Trichlorobenzene	0.07	mg/L				
1,2-Dibromo-3-chloropropane	0.0002	mg/L				
1,2-Dichlorobenzene	0.6	mg/L				
1,2-Dichloroethane	0.005	mg/L				
1,2-Dichloropropane	0.005	mg/L				
1,4-Dichlorobenzene	0.075	mg/L				
2,3,7,8-TCDD (dioxin)	0.00000003	mg/L				

BDD Finished Drinking Water			Statistics on Results			
Parameter	MCL	Units	Num Detects	Minimum	Maximum	Average
2,4,5-TP (Silvex)	0.05	mg/L				
2,4-Dichlorophenoxyacetic Acid	0.07	mg/L				
Alachlor	0.002	mg/L				
Aldicarb	0.003	mg/L				
Atrazine	0.003	mg/L				
Benzene	0.005	mg/L				
Benzo(a)pyrene	0.0002	mg/L				
Carbofuran	0.04	mg/L	1	0.0009	0.0009	0.0009
Carbon Tetrachloride	0.005	mg/L				
Chlordane	0.002	mg/L				
Chlorobenzene	0.1	mg/L	1	0.0001	0.0001	0.0001
cis-1,2-Dichloroethylene	0.07	mg/L				
Dalapon	0.2	mg/L				
Di(2-ethylhexyl)adipate	0.4	mg/L				
Di(2-ethylhexyl)phthalate	0.006	mg/L				
Dichloromethane	0.005	mg/L				
Dinoseb	0.007	mg/L				
Diquat	0.02	mg/L				
Endothall	0.1	mg/L				
Endrin	0.002	mg/L				
Ethylbenzene	0.7	mg/L	1	0.0001	0.0001	0.0001
Ethylene Dibromide	0.00005	mg/L				
Gamma-BHC (Lindane)	0.0002	mg/L				
Glyphosate	0.7	mg/L				
Heptachlor	0.0004	mg/L				
Heptachlor Epoxide	0.0002	mg/L				
Hexachlorobenzene	0.001	mg/L				
Hexachlorocyclopentadiene	0.05	mg/L				
Methoxychlor	0.04	mg/L				
Oxamyl (Vydate)	0.2	mg/L				
PCBs	0.0005	mg/L				
Aroclor 1221		mg/L				
Aroclor 1232		mg/L				
Aroclor 1242		mg/L				
Aroclor 1248		mg/L				
Aroclor 1016		mg/L				
Aroclor 1254		mg/L				
Aroclor 1260		mg/L				
Pentachlorophenol	0.001	mg/L				
Picloram	0.5	mg/L				
Simazine	0.004	mg/L				
Styrene	0.1	mg/L				
Tetrachloroethylene	0.005	mg/L				
Toluene	1	mg/L	1	0.0001	0.0001	0.0001
Toxaphene	0.003	mg/L				
trans-1,2-Dichloroethylene	0.1	mg/L				
Trichloroethylene	0.005	mg/L	1	0.0001	0.0001	0.0001
Vinyl Chloride	0.002	mg/L				
Xylenes (Total)	10	mg/L	1	0.0006	0.0006	0.0006
Radionuclides						
Gross Alpha	15	pCi/L	5	0.9000	5.9000	2.8000
Gross Beta	(4 mrem/yr)	pCi/L	16	1.7000	6.8000	2.8631
Uranium	0.03	mg/L	11	0.0003	0.0080	0.0021

BDD Finished Drinking Water			Statistics on Results			
Parameter	MCL	Units	Num Detects	Minimum	Maximum	Average
Radium-226		pCi/L	5	0.0100	0.3080	0.0956
Radium-228		pCi/L	2	0.4100	4.1700	2.2900
Radium-226/228	5	pCi/L	6	0.0300	4.1700	0.8430
Secondary Contaminants						
Aluminum	0.05	mg/L	4	0.0109	0.0150	0.0122
Iron	0.3	mg/L				
Manganese	0.05	mg/L	5	0.0020	0.0410	0.0108
Silver	0.1	mg/L	1	0.0032	0.0032	0.0032
Zinc	5	mg/L	5	0.0012	0.0920	0.0301
Chloride	250	mg/L	12	17.0000	189.0000	34.7500
Sulfate	250	mg/L	12	36.0000	367.0000	70.5000
Foaming Agents	0.5	mg/L				
Color (Apparent)	15	Pt/Co	4	7.0000	15.0000	13.0000
Color (True)	15	Pt/Co	1	10.0000	10.0000	10.0000
Odor	3	TON	2	2.0000	3.0000	2.5000
Total Dissolved Solids	500	mg/L	12	193.0000	233.0000	218.0000
pH	> 6.5 and < 8.5	s.u.	13	7.5000	8.3300	7.9200
Other Parameters						
Boron		mg/L				
Cobalt		mg/L				
Magnesium		mg/L	1	4.9000	4.9000	4.9000
Molybdenum		mg/L	1	0.0020	0.0020	0.0020
Nickel		mg/L				
Sodium		mg/L	11	20.0000	28.0000	23.1818
Strontium		mg/L	1	0.1900	0.1900	0.1900
Thorium		mg/L				
Vanadium		mg/L				
Chromium, Hexavalent		mg/L	4	0.0005	0.0009	0.0007

MCL = Maximum Contamination Level
LOQ = Limit of Quantitation
MDL = Method Detection Limit
MRL = Minimum Reporting Limit
AS = Analytical Sensitivity
PQL = Practical Quantitation Limit
A.L. = Action Level
J = analyte detected below quantitation limits
H = holding times for preparation or analyses exceeeded
P = sample pH not in range

Appendix C

NMED List of Potential Sources of Contamination

APPENDIX C: POTENTIAL SOURCES OF CONTAMINATION

Map Code	Land Use	Description	Contaminants of Concern*
AGRICULTURAL LAND USE			
AAP	Animal Processing or Rendering Plants	Commercial Operations/Waste Storage/Disposal Facility	Nitrates, Pathogens, Organic/Inorganic Chemicals
ACS	Farm/Ranch Agrochemical Storage Facilities or Sites	Farm/Ranch Storage Site	Pesticides, Herbicides, Fertilizers
ADC	Drainage Canals, Ditches or Acequias-Unlined, Wells (Private, Stock wells, and Irrigation)	Runoff and Infiltration	Pesticides, Herbicides, Fertilizers, Nitrate, Pathogens
ADF	Livestock Production-Dairies	Livestock Wastes, Runoff and Infiltration	Nitrate, Phosphate, Chloride, Pathogens, Pharmaceuticals
AFI	Farming-Irrigated Croplands	Runoff and Infiltration	Nitrate, Ammonia, Chloride, Fertilizers, Pesticides, Herbicides
AFL	Confined Animal Feeding Operations	Runoff and Infiltration of Livestock Wastes	Nitrate, Phosphate, Chloride, Pathogens, Pharmaceuticals
AFM	Farm Machinery Storage or Maintenance Areas	Farm Machinery Maintenance Areas	Automotive Wastes, Welding Wastes, Fuels, Oils, Lubricants
AFN	Farming-Non-irrigated Croplands	Runoff and Infiltration Operations	Nitrate, Ammonia, Chloride, Fertilizers, Pesticides, Herbicides
AHC	Horticultural/Gardens/Nurseries/Greenhouses	Operations/Storage	Pesticides, Herbicides, Fertilizers
AHF	Hay/Feed and Veterinary Product Storage Sites	Farm/Ranch Storage Site	Fungicides, Pesticides, Nitrates, Pharmaceuticals
AMA	Manure or Livestock Waste-Land Application Areas	Land Application of Manure	Nitrate, Ammonia, Phosphate, Chloride, Pathogens, Pharmaceuticals
AMS	Manure or Livestock Waste-Storage Facilities or Sites	Lined and Unlined Manure Storage Facilities	Nitrate, Ammonia, Phosphate, Chloride, Pathogens, Pharmaceuticals
AOA	Livestock Production-Other Animal	Livestock Wastes	Nitrate, Ammonia, Phosphate, Chloride, Pathogens, Pharmaceuticals
APF	Livestock Production -Poultry	Poultry Sewage Wastes	Nitrate, Ammonia, Phosphate, Chloride, Pathogens, Pharmaceuticals
APP	Processing Plants or Mills- Hay, Grain, or Produce	Operations, Waste Storage and Disposal	Organic/Inorganic Chemicals, Lubricants, Machinery Wastes
ARL	Animal Rangeland	Rangeland and Pasturage	Nitrate, Ammonia, Phosphate, Chloride, Pesticides, Pathogens
ASC	Bulk Agrochemical Storage-Petroleum/Chemicals	Storage-500 gallons or more	Petroleum Products, Inorganic/Organic Chemicals
ASF	Bulk Agrochemical Storage-Fertilizers	Feed Mill, Agricultural Co-op	Fertilizers
ASG	Bulk Agricultural Product Storage-Grain or Produce	Grain Elevator, Warehouse or Storage Site	Fungicides, Oils, Lubricants, Machinery Wastes
ASH	Livestock Production -Sheep	Livestock Sewage Wastes	Nitrate, Ammonia, Phosphate, Chloride, Pathogens, Pharmaceuticals

APPENDIX C: POTENTIAL SOURCES OF CONTAMINATION

Map Code	Land Use	Description	Contaminants of Concern*
ASP	Bulk Agrochemical Storage-Pesticides	Feed Mill, Agricultural Co-op	Pesticides
ASW	Livestock Production -Swine	Livestock Sewage Wastes	Nitrate, Ammonia, Phosphate, Chloride, Pathogens, Pharmaceuticals
COMMERCIAL LAND USE			
CAI	Airports (Active/Inactive)	Operations/Maintenance/Construction	Aircraft Fuels, Deicers, Batteries, Diesel Fuel, Chlorinated Solvents, Automobile Wastes, Heating Oil, Building Wastes, Sewage, Septage, Pathogens, Pesticides, Fertilizers
CAR	Automotive Repair Shops	Operations/Maintenance/Storage	Solvents, Metals, Automotive Waste, Oils, Gasoline
CAW	Abandoned/Improperly Closed Wells	Storage/Disposal	Organic/Inorganic Chemicals, Brines, Waste Oil, Treated Sewage Effluent, Storm Water Runoff, Process Waste Water, Metals, Pathogens, Nitrate
CBS	Automotive Body Shops	Operations/Maintenance	Paints, Solvents
CBY	Boat Yards/Marinas	Operations/Maintenance	Gasoline, Diesel Fuels, Septage, Wood Treatment Chemicals, Paints, Varnishes, Automotive Wastes, Solvents, Building Wastes
CCG	Camp Grounds - Unsewered	Untreated Domestic Wastewater	Septage, Gasoline, Pesticides, Organic/Inorganic Chemicals
CCE	Cemeteries	Operations/Maintenance	Leachate, Arsenic, Pesticides, Fertilizers
CCW	Car Washes	Unsewered, Without Total Recycling System	Soaps, Detergents, Waxes, Organic/Inorganic Chemicals
CCY	Construction/Demolition Yard/Staging Areas	Storage/Maintenance	Gasoline, Diesel Fuels, Wood Treatment Chemicals, Paints, Varnishes, Automotive Wastes, Solvents, Building Wastes, Explosives, Oil
CDC	Dry Cleaning Shops	Operations/Maintenance	Chlorinated Solvents, Organic/Inorganic Chemicals
CFA	Fuel Storage Tanks-Above Ground	Non-Service Station Tanks	Gasoline, Diesel Fuel, Organic/Inorganic Chemicals
CFB	Fuel Storage Tanks-Below Ground	Non-Service Station Tanks	Gasoline, Diesel Fuel, Organic/Inorganic Chemicals
CFC	Funeral Homes/Crematories	Operations	Biohazard Waste, Organic/Inorganic Chemicals, Septage
CFR	Furniture Repair/Refinishing	Operations	Paints, Solvents, Organic Chemicals
CGC	Golf Courses	Operations/Maintenance	Fertilizers, Pesticides, Gasoline, Automotive Wastes, Batteries, Septage
CHG	Historic Gasoline Service Stations	Above/Below Ground Storage Tanks/Operations	Gasoline, Oils, Solvents, Automotive Wastes, Septage
CHM	Home Manufacturing	Operations/Maintenance/Storage	Paints, Solvents, Organic/Inorganic Chemicals

APPENDIX C: POTENTIAL SOURCES OF CONTAMINATION

Map Code	Land Use	Description	Contaminants of Concern*
CHN	Hospitals/Nursing Homes - Unsewered	Wastewater Discharge to Septic Tank/Leach Field	Biohazard Waste, Organic/Inorganic Chemicals, Septage, Radiological Waste
CHW	Hardware/Lumber/Parts Stores	Operations/Storage	Pesticides, Fertilizers, Organic/Inorganic Chemicals
CLD	Laundromats - Unsewered	Wastewater Discharge	Detergents, Soaps, Septage
CPP	Photo Processing Laboratories	Operations/Storage	Organic/Inorganic Chemicals
CPR	Printing Shops	Operations/Storage	Solvents, Inks, Dyes, Organic/Inorganic Chemicals
CPS	Paint Stores	Storage	Paint, Solvents
CRL	Research Laboratories	Operations/Maintenance/Storage	Biohazard Waste, Radiological Materials and Waste, Metals, Organic/Inorganic Chemicals
CRY	Railroad Yards and Tracks	Operations/Maintenance/Storage	Diesel Fuel, Pesticides, Organic/Inorganic Chemicals
CSS	Gasoline Service Stations	Above/Below Ground Storage Tanks/Operations	Gasoline, Oils, Solvents, Automotive Wastes, Septage
CST	Commercial Septic Tanks/Leachfields/Leachpits/Cesspools	Storage/Disposal	Septage, Septic Effluent, Pathogens, Nitrate, Ammonia, Chloride
CVS	Veterinary Facilities	Operations/Maintenance	Biohazard Waste, Organic/Inorganic Chemicals, Septage, Radiological Waste
INDUSTRIAL LAND USE			
IAS	Asphalt Plants	Production/Storage	Petroleum Derivatives
ICC	Cement/Concrete Plants	Operations/Maintenance/Storage	Organic/Inorganic Chemicals, Oils, Natural Gas, Propane,
ICE	Communications Equipment Manufacturers	Production/Maintenance/Storage	Solvents, Organic/Inorganic Chemicals, Oils, Waste Oils, Metals
ICL	Chemical Landfills	Storage/Disposal	Leachate of Organic/Inorganic Chemicals, Acids, Bases, Metals, Solvents, Gasoline, Diesel Fuel, Pesticides, PCB's
ICP	Chemical Production Plants	Production/Maintenance/Storage	Organic/Inorganic Chemicals, Solvents, Oils, Metals
IEE	Electronic/Electrical Equipment Manufacturers	Production/Maintenance/Storage	Solvents, Organic/Inorganic Chemicals, Oils, Waste Oils, Metals, Acids, Bases
IFM	Furniture and Fixture Manufacturers	Production/Maintenance/Storage	Paints, Solvents, Organic/Inorganic Chemicals
IFW	Foundry/Smelting Plants	Production/Maintenance/Storage	Organic/Inorganic Chemicals, Metals, Solvents, Acids, Bases, Oils

APPENDIX C: POTENTIAL SOURCES OF CONTAMINATION

Map Code	Land Use	Description	Contaminants of Concern*
IGO	Gas/Oil Wells-Active/Abandoned/Test, Wells Geothermal and Industrial	Production	Oil, Natural Gas, Organic/Inorganic Chemicals, Acids, Bases, Drilling Wastes
IHD	Historic Dumps/Landfills	Storage/Disposal	Leachate of Organic/Inorganic Chemicals, Acids, Bases, Metals, Solvents, Gasoline, Diesel Fuel, Pesticides, PCB's, Automotive Wastes
IHM	Historic Mining Operations	Production Waste/Storage	Metals, Inorganic Chemicals, Acids, Bases, Radiological Materials
IMI	Primary Metal Industries	Steel/Metal Works, Rolling/Wire Mills	Metals, Inorganic Chemicals, Acids, Bases
IMO	Mining Operations (Surface And Subsurface)	Production Waste/Storage	Metals, Inorganic Chemicals, Acids, Bases, Radiological Materials
IMP	Metal Plating/Processing Facilities	Operations/Maintenance/Storage	Organic/Inorganic Chemicals, Acids, Bases, Metals
IMW	Machine/Metal Working Shops	Operations/Maintenance/Storage	Cutting Oils, Metals, Solvents, Organic/Inorganic Chemicals, Detergents
IOG	Oil/Gas Pipelines	Transport	Oils, Gasoline, Volatile Organic Chemicals, Natural Gas, Propane
IPL	Plastics Manufacturing/Molder	Operations/Maintenance/Storage	Solvents, Oils, Organic/Inorganic Chemicals, Acids, Bases
IPM	Paper Mills	Operations/Maintenance/Storage	Acids, Metals, Organic/Inorganic Chemicals
IPP	Petroleum Production/Refining/ Bulk Plants	Operations/Maintenance/Storage	Oils, Gasoline, Diesel Fuels, Organic Chemicals, Oil Drilling/Refining Wastes
IPU	Public Utilities	Power Generating Stations	PCB's, Solvents, Diesel Fuel, Propane, Natural Gas, Oil, Acids, Bases, Organic/Inorganic Chemicals, Metals
IRG	RCRA Waste Generators - Other	Storage/Disposal	Organic/Inorganic Chemicals, Solvents, Metals, PCB's, Acids, Bases, Radiological Materials
IRW	Radioactive Waste Disposal Sites	Storage/Disposal	High and Low Level Radiological Wastes
ISD	Sumps/Dry Wells	Storage/Disposal	Storm Water Runoff, Organic/Inorganic Chemicals, Solvents, Process Wastewater, Pesticides, Oils
ISF	Superfund Sites	Storage/Disposal	Organic/Inorganic Chemicals, Solvents, Metals, PCB's, Acids, Bases, Radiological Materials
ISM	Primary Wood Industries	Saw Mills, Planers, Wood Treatment	Organic/Inorganic Chemicals, Metals, Solvents
IST	Stone, Tile, Glass Manufacturing	Operations/Maintenance/Storage	Solvents, Oils, Metals, Organic/Inorganic Chemicals
ITS	Treatment/Storage/Disposal Ponds/Lagoons	Treatment/Storage	Organic/Inorganic Chemicals, Metals, Acids, Bases, Sewage
ITT	Transport/Distribution, Warehouses, Truck Terminals	Operations/Maintenance/Storage	Gasoline, Diesel Fuels, Automotive Wastes, Metals, Organic/Inorganic Chemicals, Acids, Bases
IUD	Unregulated Dumps/Excavated Sites, Snow Dumps	Storage/Collection/Disposal	Organic/Inorganic Chemicals, Automotive Wastes, Oil, Gasoline, Runoff from Adjacent Sites

APPENDIX C: POTENTIAL SOURCES OF CONTAMINATION

Map Code	Land Use	Description	Contaminants of Concern*
IUI	Underground Injection (UIC) Wells	Storage/Disposal	Organic/Inorganic Chemicals, Brines, Waste Oil, Treated Sewage Effluent, Storm Water Runoff, Process Wastewater, Metals, Pathogens, Nitrate
IUR	Utility/Transportation Right of Ways, major transportation corridor	Power Lines, Gas/Oil Pipelines	Pesticides, Gasoline, Diesel Fuels, Automotive Wastes, Organic/Inorganic Chemicals, PCB's, Sewage, Metals, Storm water Runoff, Pathogens
MUNICIPAL/RESIDENTIAL LAND USE			
MHM	Highway/Road Maintenance Yards	Operations/Maintenance/Storage	Gasoline, Diesel Fuels, Solvents, Road Salt, Asphalt, Pesticides, Automotive Wastes,
MHR	Highway Rest Areas	Operations/Maintenance/Storage/Disposal	Automotive Wastes, Septage, Gasoline, Diesel Fuels, Pesticides
MIN	Incinerators - Commercial or Municipal	Operations/Disposal	Metals, Organic/Inorganic Chemicals
MLF	Municipal Waste Landfills	Storage/Disposal	Leachate, Organic/Inorganic Chemicals, Pesticides, Metals, Oils
MMF	Military Facilities	Operations/Maintenance/Storage/Disposal	Gasoline, Aircraft Fuels, Diesel Fuels, Automotive Wastes, Metals, Organic/Inorganic Chemicals, Explosives, Radiological Materials, Pesticides, Sewage/Septage, Oils, Solvents, Fertilizers, Batteries, Deicers
MMP	Motor Pools	Operations/Maintenance/Storage/Disposal	Gasoline, Diesel Fuel, Oils, Waste Oils, Automotive Waste, Batteries, Metals
MPS	Sewage Pump Stations	Operations/Storage	Sewage, Pathogens, Nitrate, Metals, Organic/Inorganic Chemicals
MPW	Polluted Surface Water Sources	Naturally Occurring/Anthropogenic	Sewage, Pathogens, Nitrate, Metals, Acids, Bases, Organic/Inorganic Chemicals
MRF	Recycling Facilities	Operations/Storage/Disposal	Metals, Organic/Inorganic Chemicals, Pesticides, Automotive Wastes, Oils
MSC	Schools – Unsewered	Wastewater Discharge to Septic Tank/Leach Field	Septage, Septic Effluent, Pathogens, Nitrate, Ammonia, Chloride
MSD	Storm Drainage Collection Areas or Outlets-Unlined	Storage/Disposal	Runoff, Pesticides, Fertilizer, Pathogens, Nitrate, Phosphate, Oil
MSL	Sewer Lines	Transport	Sewage, Pathogens, Nitrate, Metals, Organic/Inorganic Chemicals
MSP	Wastewater Seepage/Retention Ponds (Unlined/Lined)	Storage/Disposal	Sewage Effluent, Nitrate, Ammonia, Pathogens, Organic/Inorganic Chemicals, Pesticides
MSS	Sewage Effluent/Sludge Land Application Areas	Storage/Disposal	Sewage/Sewage Sludge, Nitrate, Pathogens, Organic/Inorganic Chemicals, Metals
MST	Sewage Treatment Plants	Operations/Maintenance/Storage/Disposal	Sewage, Sewage Sludge, Metals, Pathogens, Organic/Inorganic Chemicals
MSW	Solid Waste Transfer Stations	Storage/Disposal	Metals, Organic/Inorganic Chemicals, Pesticides, Automotive Wastes, Oils
MWP	Water Treatment Plants and Water Supply Wells	Operations/Maintenance/Storage/Disposal	Organic/Inorganic Chemicals, Chlorine

APPENDIX C: POTENTIAL SOURCES OF CONTAMINATION

Map Code	Land Use	Description	Contaminants of Concern*
RSF	Single Family Residences - Unsewered	Wastewater Discharge to Septic Tank/Leach Field or Cesspool	Septage, Pathogens, Nitrate, Ammonia, Chloride, Heavy Metals, Household Pesticides, Herbicides, Cleaning Agents and Solvents, Fuels
* Contaminants of Concern include substances that are commonly, but not always, associated with the Contaminant Source listed in column 2			

Appendix D

Sampling Schedule from Drinking Water Watch

New Mexico Environment Department	UOCP Operator Lookup	Drinking Water Program
County Map of NM	Water System Search	Help

Water System Detail Information

Water System No.:	NM3502826	Federal Type:	C
Water System Name:	BUCKMAN REGIONAL WATER TREATMENT PLANT	Federal Source:	SW
Principal County Served:	SANTA FE	System Status:	A
Principal City Served:	SANTA FE	Activity Date:	01-01-2011

Expanded Sample Schedules / FANLs / Plans

Routine TCR Sample Schedules

Begin/End Date	Seasonal Period	Requirements

RP TCR Schedules From [ ] **To** [ ] SEARCH

Repeat TCR Sample Schedules

Begin Date	End Date	Requirements	Original Sample ID/Date

GWR Triggered Source Sample Schedules (Last 6 Months)

Facility	Schedule	Begin Date	End Date	Initial MP Begin Date

GWR Follow-up Triggered Source Sample Schedules (Last 6 Months)

Facility	Schedule	Begin Date	End Date

Group Non-TCR Sample Schedules

Facility	Begin End Date	Seas.	Init. MP Begin Dt	Req's	Analyte Group
02826005	01-01-2011 Continuous		01-01-2011	1 RT/YR	HM - HEAVY METALS
02826005	01-01-2014 Continuous		01-01-2014	1 RT/3Y	NRAD - NEW RAD RULE
02826005	01-01-2014 Continuous		01-01-2014	2 RT/3Y	RSOC - REGULATED SOCS
02826005	01-01-2012 Continuous		01-01-2012	1 RT/YR	VOC1 - VOLATILE ORGANICS

Individual Non-TCR Sample Schedules

Facility	Begin End Date	Seas	Init MP Begin Dt	Req.	Analyte

02826005	01-01-2011 Continuous		01-01-2011	1 RT/YR	1024-CYANIDE
02826005	01-01-2011 Continuous		01-01-2011	1 RT/YR	1025-FLUORIDE
02826005	01-01-2012 Continuous		01-01-2012	1 RT/YR	1038-NITRATE-NITRITE
02826005	01-01-2014 Continuous		01-01-2014	1 RT/3Y	4100-GROSS BETA PARTICLE ACTIVITY
02826005	01-01-2012 Continuous		01-01-2012	1 RT/YR	4102-TRITIUM
02826005	01-01-2012 Continuous		01-01-2012	1 RT/YR	4174-38-STRONTIUM-90

Facility Analyte Levels(FANLS)

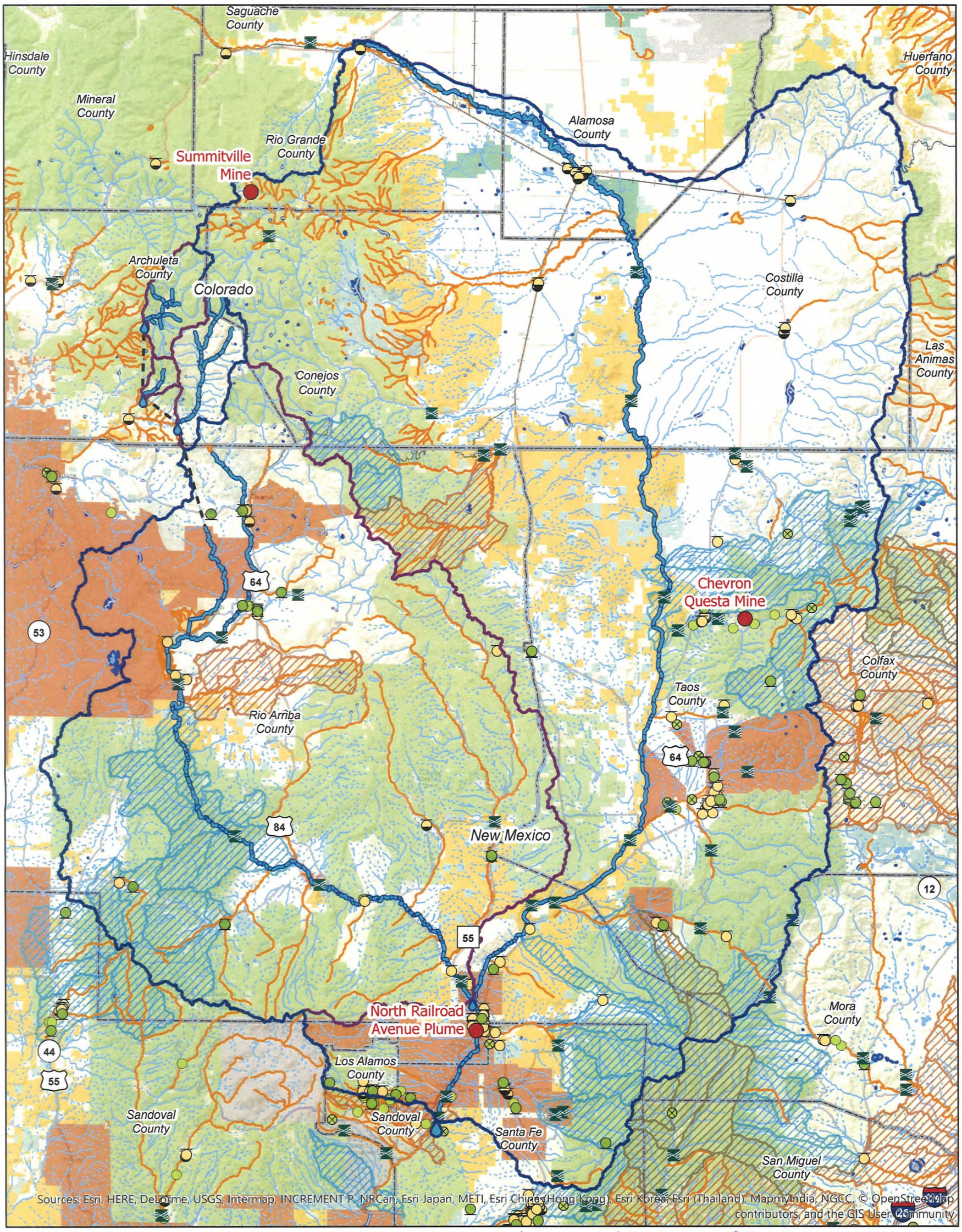
Site	Analyte	Level Type	Value	Units	Days/Month	Samples/Day	Begin Date	End Date	MDBP Type
02826002	0100	MAX	1	NTU	31	6	01-01-2011	Continuous	MAXT
02826002	0100	95P	0.3	NTU	31	6	01-01-2011	Continuous	95PT
02826002	0999	MIN	0.2	MG/L	31	24	01-01-2011	Continuous	EPRD

Sample Plans

Rule	Analyte/Analyte Group	Eff. Begin	Eff. End	App. Date	For Comp.

Appendix E

BDD Basin PSOCs Map



Buckman Direct Diversion Project Basin and Potential Sources of Contamination

Publication date: Augst 21st, 2017. Data sources: USEPA, NMENV, CO DNR, CP DPHE, USGS, BLM. Cartographer: Zachary L. Stauber.

N

Scale 1:800,000

0 5 10 20 Miles

Legend

- Buckman Direct Diversion Project
- San Juan Chama Diversion Points
- Superfund Sites
- Basin for Buckman Direct Diversion Project
- Basin for San Juan Chama Diversion Project
- USGS Gages

Petroleum Storage Tank Facilities

- Aboveground Storage Tank Facilities
- Underground Storage Tank Facilities
- Leaking Underground Storage Tank Sites

NM NPDES Permits

- Active NPDES Permits
- Nonactive NPDES Permits
- Rio Grande

San Juan Chama

- Pipeline
- Stream

Impaired Waters 2016

- Impaired Streams 2016
- Impaired Lakes 2016

NM Nonpoint Source Program

- Priority Watersheds - Implementation
- Priority Watersheds - Protection

National Hydrography Dataset

Lines

Feature Code

- Connector
- Canal/Ditch
- Aqueduct: At or Near Surface
- Aqueduct: Underground
- Pipeline: Siphon
- Intermittent Stream
- Perennial Stream
- Artificial Path

Waterbodies

Feature Code

- Playa
- Intermittent Lake
- Perennial Lake
- High Water Stage Intermittent Lake
- Average Water Stage Intermittent Lake
- Normal Pool Stage Perennial Lake
- Aquaculture Reservoir
- Disposal Reservoir
- Evaporator Reservoir
- Treatment Reservoir
- Wetland

BLM Surface Ownership

- Bureau of Land Management
- Bureau of Reclamation
- Department of Agriculture
- Department of Defense
- Department of Energy
- Fish and Wildlife Service
- Forest Service
- National Park Service
- Other Federal Agency
- Private
- State
- State Game and Fish
- State Park
- Tribal

Memorandum

Buckman Direct Diversion

Date: April 4, 2019

To: Buckman Direct Diversion Board

From: Mackie M. Romero, BDD Financial Manager

Subject: Alpha Southwest, Inc.

Item and Issue:

Request for approval of the BDD portion of the award RFB '19/07/B to Alpha Southwest, Inc. for a total amount of $467,677.76 exclusive of NMGRT.

Background and Summary:

On December 17, 2018 the City of Santa Fe Water Division, Wastewater Division and the Buckman Direct Diversion solicited and received sealed bids for on-call emergency repair service for operations and maintenance. Two bids were submitted with the lowest bid received by Alpha Southwest, Inc. The bidders provided set rates for all line items to be utilized in future work orders, as this contract is strictly an as-needed, on-call contract to be authorized by approved work order. The contractor shall furnish all equipment, labor and materials for the repair, replacement, fabrication, modification, rehabilitation, abandonment and demolition services for mechanical and electrical equipment, piping instrumentation and buildings of the BDD Facilities.

The initial contract amount of $467,677.76 will be utilized to support current BDD Maintenance resources of the BDD facilities and equipment for the remainder of the current fiscal year, and to extend into the upcoming fiscal year. This funding will also be used to issue a work order to repair raw water lift station pumps 4 and 5, which is an estimated cost of $182,976.50 and $184,701.26, respectively. This work is part of the on-going Raw Water Lift Station Pump Rebuild Project, in which pumps 1, 2 and 3 have already been removed, disassembled, inspected and repaired.

The total cost needed to repair the pumps meets the criteria as established in the Major Repair and Replacement Fund Policy. Therefore this request also includes approval of a Budget Amendment Resolution (BAR) to authorize funding to support a portion of this contract from the Major Repair and Replacement Fund.

Action Requested:

Request for approval of award of BDD portion of RFB '19/07/B to Alpha Southwest, Inc. for a total amount of $467,677.76 exclusive of NMGRT, to be funding as follows:

Fund	Line Item/Description	Amount
Major Repair & Replacement Fund	570550 System Equipment	$367,677.76
FY 18/19 Operating Fund	520150 Repair & Maint System Equip	$ 40,000.00
FY 19/20 Operating Fund	520150 Repair & Maint System Equip	$ 60,000.00

Approved by BDDB April 4, 2019

Councilor Peter Ives, BDDB Chair

BUCKMAN DIRECT DIVERSION BOARD
ON CALL EMERGENCY REPAIR SERVICES WITH
ALPHA SOUTHWEST, INC.

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board, herein after referred to as the "BDDB," and Alpha Southwest, Inc. herein after referred to as "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the BDDB. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to Alpha Southwest, Inc. "We," "us" or "our" refers to the BDDB and whose accounts are created under this Agreement.

1. **Scope of Work**

A. This Contract is for the for Buckman Direct Diversion Project, Emergency Repair for Operations and Maintenance and consists of, but is not limited to: Professional Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other contract documents. The location of the project is in buildings and various sites of the Buckman Direct Diversion Project consisting of but not limited to:

1. BDD Water Treatment Plant Site
2. Booster Station 1A and 2A
3. Booster Station 4A/5A
4. Raw Water Lift Station and
5. Diversion Site

B. Cost is at the fixed unit prices set forth in Exhibit A – Fixed Unit Price Schedule.

C. Contractor shall furnish all necessary supervision, labor, materials, and facilities, required to accomplish the work set forth in the applicable work order (WO), and in Exhibit A-Fixed Unit Price Bid Schedule – Bid Form attached hereto.

D. Work performed under this Contract shall be authorized in writing by a WO signed by the following BDDB authorized representatives (hereafter "Authorizing Representative"): for all WOs, the BDD Facilities Manager, or his/her designee. A WO signed by other than BDDB Authorizing Representative shall not be honored. Each WO shall set forth (I) the Supervising Engineer and shall set forth the Work to be Performed by Contractor, (ii) the period of

performance, (iii) the fixed unit prices per Exhibit A, as applicable, (iv) the ceiling price, and (v) other data as necessary. Contractor shall, upon acceptance of the WO, provide applicable Payment and Performance Bonds and all supervision, labor, supplies, materials, and facilities, including all vehicles and transportation, except as may be provided by the BDDB Authorizing Representative, for the performance of the Work authorized therein. Verbal authorizations may be given by the BDDB in emergency situations but shall be confirmed in writing by the BDDB within five (5) days of the verbal authorization to Contractor.

E. The BDDB may at any time, without notice to sureties, if any, make changes in a WO; if any such change requires the inclusion of additional provisions, or otherwise affects any other provision of a WO as initially set forth or previously amended, an equitable adjustment shall be made in such provision of the WO as may be so affected, and the WO shall be modified in writing accordingly. Any claim by Contractor for adjustment under this article must be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change; provided, however, that if the BDDB decides that the facts justify such action, it may receive and act upon such claim asserted at any time prior to final payment under a WO. However, nothing in this article shall excuse Contractor from proceeding with the WO as changed.

2. **Compensation**

A. The BDDB shall pay to Contractor based upon fixed prices for each deliverable item as listed in Exhibit "A" attached hereto and incorporated herein.

B. The total compensation under this Agreement shall not exceed Four Hundred Sixty-Seven Thousand Six Hundred Seventy-Seven and 76/100 Dollars ($467,677.76) excluding New Mexico gross receipts tax, from the following BDDB funds:

- Multi-Year Funding – Major Repair & Replacement Fund $367,677.76
- FY 2018-2019 – BDD Operating Fund $40,000.00
- FY 2019-2020 – BDD Operating Fund $60,000.00

3. **Payment Provisions**

All payments under this Agreement are subject to the following provisions:

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the BDDB shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the BDDB, the BDDB shall not pay for any products or services. Unless otherwise agreed upon between the BDDB and Contractor, within thirty (30) days from the date the BDDB receives written notice from Contractor of the receipt of products, or completion of services the BDDB shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the BDDB gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon certification that the products or services have been received and accepted, Contractor shall issue an invoice. Payment is due thirty (30) days after receipt of the invoice. After the thirtieth day from the date that the invoice is issued, late payment charges shall be paid on the unpaid balance due on the contract to Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to Contractor's designated mailing address.

4. **Term**

This Agreement shall commence on the date it is approved by the BDDB and terminate on June 30, 2020. The BDDB reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. **Default and Force Majeure**

The BDDB reserves the right to cancel all or any part of any orders placed under this contract without cost to the BDDB, if Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold Contractor liable for any excess cost incurred by the BDDB due to Contractor's default. Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or 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 BDDB shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery scheduled. The rights and remedies of the BDDB provided in this paragraph shall not be exclusive and are in addition to any other rights allowed by law or under this contract.

6. **Termination**

A. Grounds. The BDDB may terminate this Agreement for convenience or cause. Contractor may only terminate this Agreement based upon the BDDB's uncured, material breach of this Agreement.

B. Notice; BDDB Opportunity to Cure.

1. Except as otherwise provided in Paragraph 16, the BDDB shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give BDDB written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the BDDB's material breaches of this Agreement upon which the termination is based and (ii) state what the BDDB must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the BDDB does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot

be cured within thirty (30) days, the BDDB does not, within the thirty (30) day notice period, notify Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by the BDDB; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the BDDB; or (iii) the Agreement is terminated pursuant to Paragraph 16, "Appropriations," of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the BDDB's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE BDDB'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

7. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the BDDB proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 6 herein, or to agree to the reduced funding.

8. **Status of Contractor**

Contractor, and Contractor's agents and employees, are independent contractors for the BDDB and are not employees of the BDDB. Contractor, and Contractor's 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. Contractor acknowledges that all sums received hereunder are personally reportable by Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. Contractor agrees not to purport to bind the BDDB unless Contractor has written authority to do so, and then only within the strict limits of that authority.

9. **Assignment**

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the BDDB.

10. **Subcontracting**

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDB. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the BDDB.

11. **Non-Collusion**

In signing this Agreement, Contractor/Contractor certifies Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the BDDB.

12. **Inspection of Plant**

The BDDB may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. **Commercial Warranty**

Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided therein shall extend to the BDDB and are in addition to and do not limit any rights afforded to the BDDB by any other provision of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. **Records and Audit**

During the term of this Agreement and for three years thereafter, Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the BDDB, the State Auditor and other appropriate state and federal authorities. The BDDB shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the BDDB to recover excessive or illegal payments.

16. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the BDDB for the performance of this Agreement. If sufficient appropriations and authorization are not made by the BDDB, this Agreement, and any orders placed under it, 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. If the BDDB proposes an amendment to the Agreement to unilaterally reduce funding, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. **Release**

Contractor, upon final payment of the amount due under this Agreement, releases the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the BDDB, unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. **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 prior written approval by the BDDB.

19. **Conflict of Interest**

A. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the BDDB relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the BDDB if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 19 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 19 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the BDDB and notwithstanding anything in the Agreement to the contrary, the BDDB may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning when utilized in this section.

20. **Approval of Contractor Representative(s)**

The BDDB reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the BDDB, adequately serving the needs of the BDDB.

21. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. **Equal Opportunity Compliance**

Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the term of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

24. **Indemnification**

Contractor shall hold the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; and its employees harmless and shall indemnify the BDDB and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of Contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the BDDB, its officers or employees.

25. **New Mexico Tort Claims Act**

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

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

26. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in the First Judicial District, Santa Fe County, State of New Mexico. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

27. **Limitation of Liability**

Contractor's liability to the BDDB, for any cause whatsoever shall be limited to the purchase price paid to Contractor for the products and services that are the subject of the BDDB's, claim. The foregoing limitation does not apply to paragraph 24 of this Agreement or to damages resulting from personal injury or death caused by Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any BDDB response to questions); (2) Contractor's best and final offer; and (3) Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) Contractor's best and final offer if such has been made and accepted by the BDDB; and (5) Contractor's response to the request for proposals.

29. **Workers' Compensation**

Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the BDDB.

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at the destination. Tangible personal property rejected at destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply:

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. Contractor shall provide and maintain an inspection system acceptable to the BDDB covering the services under this Agreement. Complete records of all inspection work performed by Contractor shall be maintained and made available to the BDDB and for as long thereafter as the Agreement requires. The BDDB has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The BDDB shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the BDDB performs inspections or tests on the premises of Contractor or a subcontractor, Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services does not conform with the requirements of this Agreement, the BDDB may require Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the BDDB may:

1. require Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

2. reduce the contract price to reflect the reduced value of the services performed.

E. If Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the BDDB may:

1. by contract or otherwise, perform the services and charge to Contractor any cost incurred by the BDDB that is directly related to the performance of such service; or
2. terminate the contract for default.

32. **Insurance**

If the services contemplated under this Agreement will be performed on or in BDDB facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the BDDB as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $500,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability Contractor has assumed under this contract). Limits shall not be less than the following:

1. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.

2. Property damage or combined single limit coverage: $1,000,000.

3. Automobile liability (including non-owned automobile coverage): $1,000,000.

4. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the BDDB as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

35. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. **Patent, Copyright and Trade Secret Indemnification**

A. Contractor shall defend, at its own expense, the BDDB against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the BDDB based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, Contractor agrees to reimburse the BDDB for all costs,

attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the BDDB shall:

1. Give Contractor prompt written notice within ten (10) days of any claim;

2. Allow Contractor to control the defense of settlement of the claim; and

3. Cooperate with Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in Contractor's opinion is likely to become the subject of a claim of infringement, Contractor shall at its option and expense:

1. provide the BDDB the right to continue using the product or service and fully indemnify the BDDB against all claims that may arise out of the BDDB's use of the product or service;

2. replace or modify the product or service so that it becomes non-infringing; or,

3. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to Contractor. Contractor's obligation will be void as to any product or service modified by the BDDB to the extent such modification is the cause of the claim.

37. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

38. **Disclosure Regarding Responsibility**

A. Contractor and any of its Principals, or any principal of Contractor's company, is presently not debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. Contractor shall provide immediate written notice to the BDDB if, at any time during the term of this Agreement, Contractor learns that Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of Contractor's responsibility and ability to perform under this Agreement. Failure of Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 6 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses, Contractor must provide immediate written notice to the BDDB. If it is later determined that Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the BDDB, the BDDB may terminate the Agreement for cause. Still further the BDDB may suspend or debar Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the BDDB.

39. **Suspension, Delay or Interruption of Work**

The BDDB may, without cause, order Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the BDDB may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by any contract remedy. Any change in total compensation must be reflected in an Amendment executed pursuant to Section 7 of this Agreement.

40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

BDDB:	Rick Carpenter Interim Facilities Manager Buckman Direct Diversion 341 Caja Del Rio Road Santa Fe, NM 87506 Email: rrcarpenter@santafenm.gov
With a copy to:	Nancy R. Long, Esq. BDDB Independent Counsel Long, Komer & Associates, P.A. P. O. Box 5098 Santa Fe, NM 87502-5098 Email: nancy@longkomer.com
Contractor:	Alpha Southwest Inc. 205 Rossmoor Rd SW Albuquerque, NM 87105

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

41. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

BUCKMAN DIRECT DIVERSION BOARD:

Councilor Peter Ives, BDDB Chair

Date:

CONTRACTOR:

Alpha Southwest Inc.

Signature

Printed Name

Title

Date:

CRS# 002328120110926

Registration # 19-00110357

APPROVED AS TO FORM:

Nancy R. Long, BDDB Counsel

APPROVED:

Mary T. McCoy, City Finance Director

7280000.520150.930020 & 07420.570550.130025
Business Unit Line Item

ATTEST:

Yolanda Y. Vigil, City Clerk

File Date:

Exhibit A – Fixed Unit Price Schedule

	BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
TS-1	**Shop Drawings, Reports, O&M Manuals, Calculation, Permits, Scheduling and CMMS Database**			
	100	Production of Required reports, Calcuations and Drawings, etc.	HR	$ 60.00
TS-2	**Work Site Protection, Cleanup and Disinfection**			
	200	Sanitary Protection and Disinfection of the System and Aquifer	HR	$ 65.00
	300	Work Site Cleanup	HR	$ 65.00
TS-3	**Pull and Install Well Pump Equipment**			
	400	Typicalwell is 750-ft of 8-in column with 2-1/2 x 1-1/2-in rods	LF	$ 7.50
TS-4	**Lower Well Pump**			
	500	Lower Pump Per TS-4	LF	$ 16.00
TS-5	**Well Abandonment and Rehabilitation**			
	600	Job-hour rate bid as specified in TS-5	HR	$ 220.00
TS-6	**Well Inspection Video Surveys and Logs**			
	700	Production of one (1) Well Inspection Video Survey Log per TS-6	LS each	$1,250.00
TS-7	**Repair/Replacement of Well, Booster Station and Reservior Equipment**			
	800	Repair/Replace Modify per TS-7	HR	$ 65.00
TS-8	**Fabrication and Machine Shop Work**			
	900	Fabrication and Machine Shop Work per TS - 8	HR	$ 75.00
TS-9	**Contractor Owned Equipment**			
	1000	Mark-up on Current "Blue Book" rate for Crane, Boom Truck, Backhoe, or Tank Truck per TS – 9	%	100.00%
TS-10	**Inspection of Work**			
	1100	All Equipment & Labor as Applied to Inspection as Covered in TS – 10.	HR	$ 75.00
TS-11	**Repair Parts, Materials and Replacement Equipment**			
	1200	Percent Over Invoice for Repair Parts per TS – 11.	%	132.00%
TS-12	**Well Test Pumping**			
	1300	Operation of Contractor Provided Test Pumping Equipment per TS - 12	HR	$ 80.00
TS-13	**Job Site Security**			
	1400	Complete Security Package	HR	$ 22.50
TS-14	**Rental Equipment**			
	1500	Rental Mark-up Over Invoice	%	110.00%
	1600	"Bobcat" with Auger Attachment	$/Day	$ 455.00
TS-15	**Subcontract Work**			
	1700	Subcontractor Mark-up Over Invoice	%	110.00%
TS-16	**On-Call Labor**			
	1800	Electrician	HR	$ 100.00
	1900	Electrical Journeyman	HR	$ 100.00
	2000	Field Laborer	HR	$ 65.00
	2100	Field Labor Supervisor	HR	$ 65.00
	2200	Site Preparation	HR	$ 65.00
	2300	Diver(s)	HR	$ 170.00
TS-17	**Per Diem**			
	2400	Travel time cost	HR	$ 65.00
	2500	Daily Per Diem Cost (no overnight)	Days	$ -
	2600	Daily Per Diem Cost Overnight	Days	$ 160.00

Tax Rate = 8.4375%

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, Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $467,677.76

Termination Date: June 30, 2020

☑ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Contract is for: On-Call Emergency Repair Services

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by BDDB Date: _____

☐ or by Project Manager Date: _____

Amendment is for:

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

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

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

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

RFP# 19/07/B Date: December 17, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

_____
Purchasing Approval

7 **Funding Source:** BDD Operating/Major Repair & Replace **BU/Line Item:** 7280000.520150.930020
72420.570550.991325

_____
Budget Officer Approval

Comments or Exceptions: _____

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

9 **Staff Contact who completed this form:** Mackie Romero, BDD Financial Manager

Phone # 955-4506

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

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

CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor Name: Alpha Southwest. Inc.

Procurement Title: FY 18/19 RFB for Emergency Repair for Operations and Maintenance, CIP # 956

Solicitation RFB#: 19/07/B

Department Requesting/Staff Member: Water/Bill Huey

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Bid Tab
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☒	Other:

Bill Huey, Engineer
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Shirley Rodriguez 01-29-19
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☒	☐	Final Bid Document
☐	☒	Final RFQ
☒	☐	Copy of legal solicitation published in the newspaper, website, etc.
☒	☐	All addendums
☒	☐	Plan holders list
☒	☐	Complete evaluation score sheets
☐	☒	Copies of all RFQ submittals
☒	☐	Copies of all bid submittals
☒	☐	Bid Tab

☐	☒	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)
☒	☐	Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Individual evaluations included for each RFP.
☒	☐	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☒	Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☒	☐	Winning bid (this is a copy that has all confidential/proprietary information excluded)
☐	☐	Contract Award Notice
☐	☐	Email or notification sent to all Bidders/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☒	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☒	☐	Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☒	☐	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☒	☐	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☒	Other: _____

CONTRACT*

YES	N/A	
☐	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☐	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☒	Local Preference Form
☒	☐	New Mexico Residence Form
☐	☒	Veterans Exemption

☐ ☒ Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (If applicable)*

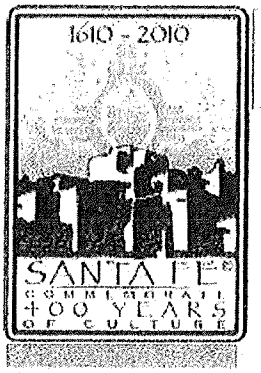
YES	N/A	
☐	☐	Documentation from protester filed with the Purchasing Office
☐	☐	Letter from Department to Purchasing Office Providing response to protest
☐	☐	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☒	☐	Original bid(s) with no redactions

Bill Huey, Engineer
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included



Business Licenses

Home
License Information
Renew License
Email Us

Public License Information

Renew License

License Number: 19-00110357
Business Control: 0042000 **Location ID:** 000034965

Business Name & Address
ALPHA SOUTHWEST INC
SF COUNTY
SANTA FE NM 87501

Mailing Address
205 ROSSMOOR RD SW
ALBUQUERQUE NM 87105

Date Opened: 09/04/2001
Contractor Flag:
Type of Ownership: CP
Business Phone: (505) 877-0287 **Status:** Active

Owner Information
YATES RICK

License Information
Classification: 070 OUT OF CITY CONTRACTOR - GENERAL
License Status, Date: ACTIVE , 12/27/2018
Appl, Issue Date: 12/27/2018, 12/27/2018
License Valid Thru Date: 12/31/2019

Additional Requirements

DESCRIPTION	DOCUMENT NUMBER	EXPIRATION DATE
CONTRACTOR STATE LICENSE	13139	4302021

ALPHA-7 OP ID: WM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cross Insurance Consultants
6101 Moon St. NE Suite 1000
Albuquerque, NM 87111
Ray Strom

CONTACT NAME: Ray Strom
PHONE (A/C, No, Ext): 505-822-8114 FAX (A/C, No): 505-822-0341
E-MAIL ADDRESS: rstrom@crossinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Fire Ins of Hartford	20478
INSURER B: Continental Casualty Company	20443
INSURER C: Liberty Mutual Insurance	23043
INSURER D: Valley Forge Insurance Co	20508
INSURER E: Columbia Casualty	
INSURER F:	

INSURED
Alpha Southwest, Inc.
P O Box 9263
Albuquerque, NM 87119

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			5093812966	10/01/2018	10/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
E	X Prof E&O			B018405129	06/02/2018	06/02/2019	MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
C	X ANY AUTO			BAS57514880	10/01/2018	10/01/2019	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
B	EXCESS LIAB CLAIMS-MADE			5093778091	10/01/2018	10/01/2019	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A			5093848947	10/01/2018	10/01/2019	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Equipment Floater			BMW57358623	10/01/2018	10/01/2019	Lease/Ren	400,000
							Deduct	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured on General Liability and Auto Liability if required by written contract. Insurance is primary and non contributory and Blanket Waiver of Subrogation applies if required by written contract.

CERTIFICATE HOLDER

MISCEL1

City of Santa Fe
Purchasing Office
2651 Siringo Road
Building "H"
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Buckman Direct Diversion	04/04/2019

ITEM DESCRIPTION	BUSINESS UNIT	LINE ITEM	SUBSIDIARY *{.000000}*	SUBLEDGER *{0000}*	INCREASE	DECREASE
EXPENDITURES					*{enter as positive #}*	*{enter as negative #}*
System Equipment	72420	570550	130025		367,678	
REVENUES					*{enter as negative #}*	*{enter as positive #}*
BDD City	71420	439960	100		(261,394)	
BDD County	71420	439960	200		(91,812)	
BDD LC Club	71420	439960	300		(6,318)	
BDD LC Coop	71420	439960	400		(8,154)	
					$ 0	**$ 0**

JUSTIFICATION: *(use additional page if needed)*
–Attach supporting documentation/memo

To budget fund balance from the BDD Major Repair and Replacement Fund 07415.

BDDB Approved 4/04/2019

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected:	Fund Bal. Increase/ (Decrease):
07415	(367,678)
TOTAL:	($ 367,678)

Mackie Romero 04/04/2019
Prepared By *{print name}* Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer Date

Division Director *{optional}* Date

Finance Director *{≤ $5,000}* Date

Department Director Date

City Manager *{≤ $50,000}* Date

Memorandum

Buckman Direct Diversion

Date: **April 4, 2019**

To: **Buckman Direct Diversion Board**

From: **Nancy R. Long**

Subject: **Election of Chair and Vice Chair**

ITEM AND ISSUE:

Election of Chair and Vice Chair to the Buckman Direct Diversion Board ("Board").

BACKGROUND AND SUMMARY:

The Joint Powers Agreement between the City and the County establishing the Buckman Direct Diversion Board provides that the Board shall annually elect a Chairperson and a Chairperson Pro-Tempore (Vice Chair).

The Rules of Order for the Board in regard to the election of the Chair and Vice Chair provide as follows:

> The Chair position shall rotate between a City and County member each year. The Vice-Chair shall be elected from the opposite entity.

Since the Chair elected at the last election (April 2018) was a City Councilor, the Chair to be elected at this meeting, shall be a County Commissioner and the Vice-Chair shall be a City Councilor. The next election of the Chair and Vice Chair will occur in February 2020.

ACTION REQUESTED:

It is recommended that the Board elect its officers for the next term.