

Memorandum

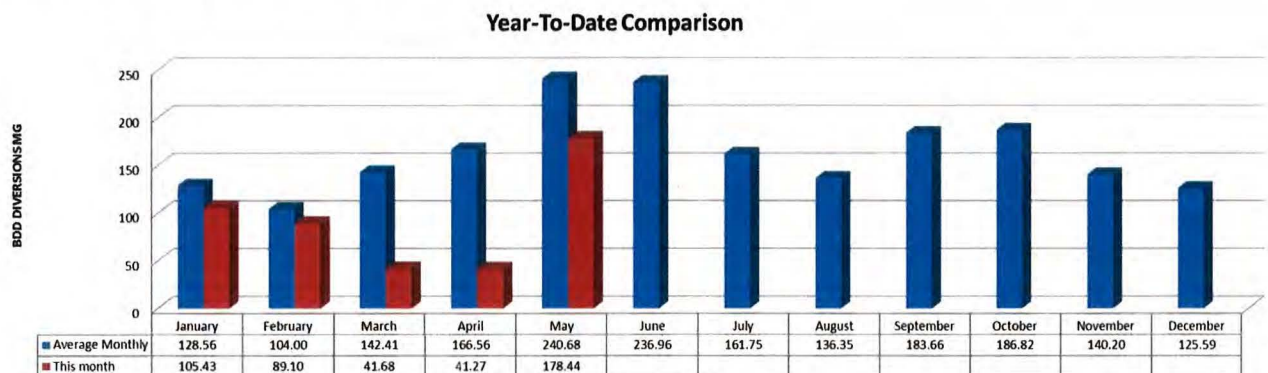


Buckman Direct Diversion

Date: May 23, 2019
To: Buckman Direct Diversion Board
From: Randy Sugrue, BDD Interim Operations Superintendent
Subject: Update on BDD Operations for the Month of May 2019

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of May 2019. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
 - a. Raw water diversions: 5.756 MGD.
 - b. Drinking water deliveries through Booster Station 4A/5A: 4.201 MGD.
 - c. Raw water delivery to Las Campanas at BS2A: 1.151 MGD.
 - d. Onsite treated and non-treated water storage: .404 MGD Average.
2. The BDD is providing approximately 61.6% 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 updated ENSO (El Nino/La Niña) status to:

A weak El Niño is underway in the tropical Pacific, and it's likely to continue through summer (70% chance) and fall (55-60% chance).

Heron, Abiquiu, and El Vado reservoir levels on the Chama River are experiencing heavy spring runoff. Runoff for last year was far below normal due to previous drought conditions, but snow pack above normal so far this spring. Local Upper Santa Fe River reservoir storage volume is increasing rapidly. The City received over 90% delivery from BoR of full firm-yield of San Juan-Chama Project (SJCP) water for year 2018, and 2019 is projected to be normal full firm yield. Updates on ESA issues will be made as needed. Rio Grande Compact Article VII storage restrictions are not in effect (restrictions on storage were lifted in early May). This means the City is now 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, the current absence of Article VII storage restrictions are expected to stay in effect for the foreseeable future.

Most current City of Santa Fe SJCP Reservoir Storage:

Heron:
9,283 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:
14,284 AF

Buckman Direct Diversion Monthly SJC and Native Diversions

May-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 | 108.997 | 69.459 | 0.000 | 39.538 | 39.538 | 0.000 | 0.395 |
| APR | 126.798 | 114.632 | 0.000 | 12.166 | 12.166 | 0.000 | 0.122 |
| MAY | 548.300 | 548.300 | 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 | 1,381.370 | 852.013 | 0.000 | 529.357 | 529.357 | 0.000 | 5.294 |

In Million Gallons (MG)

| Month | Native COUNTY | Native Las Campanas | SJC TOTAL | SJC CITY | SJC Las Campanas | All Partners Diversions BDD |
|--------------|-------------------------|----------------------------------|---------------------|--------------------|----------------------------|--|
| JAN | 13.286 | 0.000 | 92.234 | 92.234 | 0.000 | 105.520 |
| FEB | 25.711 | 0.000 | 63.481 | 63.481 | 0.000 | 89.192 |
| MAR | 22.644 | 0.000 | 12.889 | 12.889 | 0.000 | 35.533 |
| APR | 37.370 | 0.000 | 3.966 | 3.966 | 0.000 | 41.336 |
| MAY | 178.746 | 0.000 | 0.000 | 0.000 | 0.000 | 178.746 |
| 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 | 277.756 | 0.000 | 172.570 | 172.570 | 0.000 | 450.327 |

Memorandum cont.

| 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 Diversion 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: June 6, 2019
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager *MR*
Subject: 3rd Quarter Financial Statements

Information Item:

This report is to update the BDD Board and its partners on the 3rd Quarter financial position as of March 31, 2019.

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

- Beginning Budget – FY18/19 Adopted Budget includes any budget adjustments.
- Expended – Expenditures for services and/or goods received as of 3/31/2019.
- Encumbrances – Executed purchase orders for goods and services.
- Projected – Projected salary and benefits as currently staffed, pending requisitions and or contracts to be executed within the fiscal year.
- Available Balance – Represents vacancy savings and uncommitted budget balance.
- Percentage – Represents percentage of projected expended budget balance.

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

Fixed & Variable Costs – Expenses billed to our partners for services and/or goods received as of March 31, 2019. Billing for project wide costs were pre-billed on an estimated water usage through the second quarter. Third quarter PW expenses are pending final review of water usage.

Other Funds - Major Repair & Replacement and Emergency Reserve Fund monthly contributions, cash balances and budget overview of funds authorized by the BDDB for expenditure.

Carve-Out Budget – Budget overview of funds budgeted and expenditures as of 3/31/2019.

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

If you require any additional information to be included in this report, please contact me.





3rd Quarter Financial Statement – Operations (07/01/2018-3/31/2019)

Budget Overview

| CATEGORY | BEGINNING BUDGET | EXPENDED 1st Quarter | EXPENDED 2nd Quarter | EXPENDED 3rd Quarter | ENCUMB Thru 03/31/2019 | PROJECTED Thru 06/30/2019 | TOTAL | BALANCE AVAILABLE | EXP BDGT % |
|------------------------------|---------------------|----------------------------|----------------------------|----------------------------|------------------------------|---------------------------------|-----------|----------------------|------------------|
| Employee Salaries & Benefits | 2,372,849 | 495,662 | 477,082 | 578,457 | - | 620,648 | 2,171,849 | 201,000 | 92% |
| Electricity | 1,198,824 | 253,053 | 232,979 | 276,047 | - | 282,866 | 1,044,946 | 153,878 | 87% |
| Chemicals | 1,200,000 | 353,660 | 234,315 | 180,554 | - | 336,000 | 1,104,529 | 95,471 | 92% |
| Solids | 336,000 | 116,709 | 64,160 | 41,177 | - | 70,000 | 292,046 | 43,954 | 87% |
| Materials & Supplies | 120,000 | 16,730 | 30,151 | 732 | - | 35,000 | 82,613 | 37,387 | 69% |
| Other Operating Costs | 851,239 | 60,015 | 101,817 | 130,440 | 540,190 | - | 832,462 | 18,777 | 98% |
| Litigation Costs | 950,952 | 286,035 | 193,843 | 150,312 | 280,000 | - | 910,190 | 40,762 | 96% |
| Fiscal Agent Fees | 1,690,000 | 148,928 | 200,952 | 326,241 | 1,013,879 | - | 1,690,000 | - | 100% |
| TOTAL | 318,760 | - | - | - | - | 312,463 | 312,463 | 6,297 | 98% |
| | 9,038,624 | 1,730,793 | 1,535,299 | 1,683,961 | 1,834,069 | 1,656,977 | 8,441,099 | 597,525 | 93% |

| | | | | | | | | | |
|-------------------|--------|-------|-------|--------|--------|---|--------|--|------|
| DOE Federal Grant | 96,000 | 1,895 | 1,780 | 57,574 | 34,751 | - | 96,000 | | 100% |
|-------------------|--------|-------|-------|--------|--------|---|--------|--|------|

Total Expenses thru 3/31/2019

5,011,302

90-Day Cash Reserve Credit

| | Balance |
|------------------|------------------|
| City of Santa Fe | 1,492,079 |
| Santa Fe County | 473,340 |
| LC - Club | 73,319 |
| LC - Coop | 14,895 |
| | <u>2,053,633</u> |

Fixed & Variable Cost – Operations

| July - December | Total | Semi-Annual July - Dec | 3rd Quarter Jan - Mar | Project Wide (Projected) |
|----------------------------------|------------------|---------------------------|--------------------------|-----------------------------|
| Partner Revenue | | | | |
| City of Santa Fe | 2,988,133 | 1,297,573 | 513,560 | 1,177,001 |
| Santa Fe County | 803,519 | 346,999 | 174,480 | 282,040 |
| LC - Club | 104,941 | 44,034 | 12,518 | 48,388 |
| LC - Coop | 51,631 | 35,477 | 16,153 | - |
| Total | 3,948,223 | 1,724,084 | 716,711 | 1,507,429 |
| Jan - March PW - Unbilled | 913,640 | | | |
| Total Project Wide | 2,421,069 | | | |
| Total Billable Expenses | 4,861,863 | | | |
| Other Revenue | | | | |
| PNM Solar Rebate | 88,190 | | | |
| DOE Federal Grant | 61,249 | | | |
| Total | 149,439 | | | |
| Grand Total | 5,011,302 | | | |





3rd Quarter Financial Statement – Other Funds (07/01/2018-3/31/2019)

Pre-Bills – Major Repair & Replacement Fund (Yearly Contribution)

| | Total | City of SF | SF County | Las Campanas Club | Las Campanas Coop |
|-------------------|---------|------------|-----------|-------------------|-------------------|
| Major Repair Fund | 626,706 | 445,545 | 156,494 | 10,769 | 13,898 |
| | 626,706 | 445,545 | 156,494 | 10,769 | 13,898 |

Financial Position - Cash

| | *Emergency Reserve | Major Repair |
|-------------------------------------|--------------------|--------------|
| Balance at 06/30/2018 | 2,063,495 | 1,570,854 |
| 18/19 Yearly Contributions - Billed | - | 626,706 |
| Total | 2,063,495 | 2,197,560 |
| Beginning Budget | | 1,025,548 |
| Projected Cash Balance | | 1,172,012 |

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

Budget Overview – Major Repair and Replacement Fund

| CATEGORY | FY18/19 BUDGET | EXPENDED | EXPENDED | EXPENDED | ENCUMB Thru 03/31/2019 | BALANCE AVAILABLE |
|--------------------------|-------------------|----------------|----------------|----------------|------------------------------|----------------------|
| | | 1st Quarter | 2nd Quarter | 3rd Quarter | | |
| Engineering Services | 44,776 | 3,923 | - | - | 40,853 | - |
| System Equipment | 384,102 | - | 40,600 | 27,751 | 315,751 | - |
| Rep & Maint System Equip | 524,392 | 88,865 | 14,315 | 8,480 | 412,732 | - |
| Vehicles < 1.5 Ton | 72,278 | - | - | - | 69,342 | 2,936 |
| TOTAL | 1,025,548 | 92,788 | 54,915 | 36,231 | 838,678 | 2,936 |

Budget Overview – Capital Carve-out Budget

| CATEGORY | FY18/19 BUDGET | EXPENDED | EXPENDED | EXPENDED | ENCUMB Thru 03/31/2019 | BALANCE AVAILABLE |
|-----------------------|-------------------|----------------|----------------|----------------|------------------------------|----------------------|
| | | 1st Quarter | 2nd Quarter | 3rd Quarter | | |
| Legal Services | 50,000 | 692 | 8,051 | 3,668 | 9,277 | 28,313 |
| Professional Services | 284,811 | - | - | - | - | 284,811 |
| Consulting Services | 10,000 | 1,249 | 4,569 | - | - | 4,182 |
| TOTAL | 344,811 | 1,940 | 12,620 | 3,668 | 9,277 | 317,306 |





REPORT ON BDD EQUIPMENT AT LOWER LOS ALAMOS CANYON



Report on BDD Equipment at Lower Los Alamos Canyon

Early Notification System – BDD/DOE-LANL MOU

I. MOU Background

In 2010, prior to coming online, BDD entered into a Memorandum of Understanding (MOU), a non-binding agreement, with DOE/LANL to monitor and sample surface water from Los Alamos and Pueblo (LA/P) canyons in order to determine the storm water quality at the BDD. Since, the MOU has been renewed and revised in 2015 and 2017. The MOU includes three programs, one of which is the Early Notification System (ENS).

II. Early Notification System

The early notification system (ENS) is a preventative program with the following objectives:

- Monitor LA/P canyons continuously for storm water flows via LANL's system of gages, specifically E050.1, E060.1, E099, and E109.9. See Figure 1. The gages participating in the ENS changed over the years. In September 2013, the lower Los Alamos Canyon (LAC) gage E109.9 was buried by high sediment flows and was never restored by LANL; and

Figure 1. LANL gage system at Los Alamos/Pueblo Canyons watershed (LANL, 2014)

2013 Los Alamos/Pueblo Watershed Storm Water Performance Monitoring

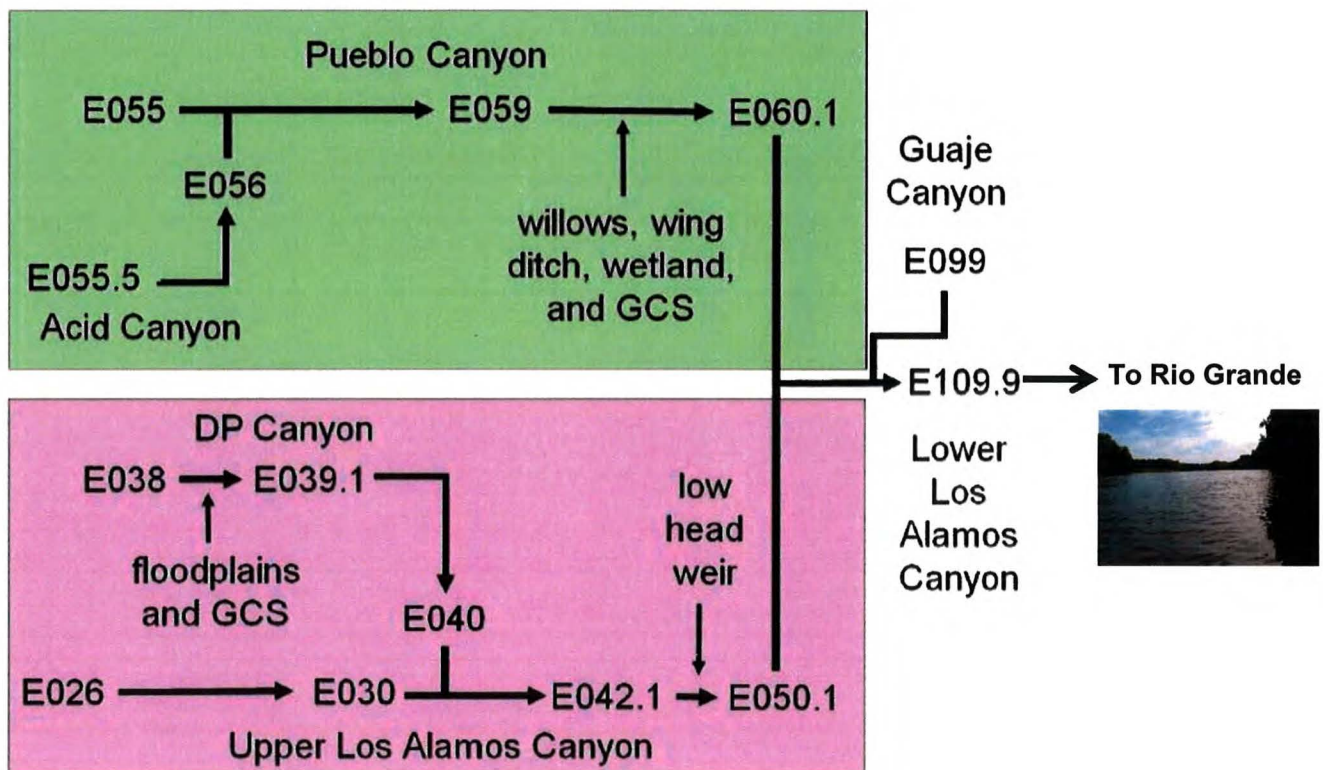


Figure 3.2-1 Flow diagram of gage stations and sediment transport mitigation sites in the LA/P watershed

- Notify BDD in real time when there are flows in the LA/P canyons in order for BDD to make decisions on ceasing diversion operations and sampling the Rio Grande at BDD. When storm flows exceed 5 cubic feet per second (cfs) at the LANL gages participating in the ENS, BDD will act. The trigger flow of 5 cfs was selected by LANL (under the Los Alamos/Pueblo Canyons Storm Water Monitoring Plans) as a flow with the potential to reach the Rio Grande. When such storm flows are streaming in Los Alamos Canyon, the intent under the ENS is to close the diversion for 10 to 12 hours or until the storm has subsided in order to prevent contaminated suspended sediments from LA/P canyons watershed entering the BDD treatment system.

III. Gage E109.9 in Lower Los Alamos Canyon

LANL Gage E109.9 was completed in early 2010 and placed in service in the summer of 2010. See Figure 2. This gage is the last of the sequence of LANL gages in the LA/P Canyons watershed and the closest to Otowi Bridge and the Rio Grande. It was designed to accurately measure flows and collect surface water samples.

Figure 2. Former gage E109.9 ((Maggiore, 2011)



The importance of the gage E109.9 became evident when data collected under the MOU was analyzed in 2014/2015. The analysis revealed that the weather patterns in the LA/P canyons watershed are complex and unpredictable. As part of the ENS (from 2011 until 2013) BDD obtained flow data from gages E050.1, E060.1, and E109.9. The flow data indicated that weather in that watershed can cause different parts of the watershed to flow at different times independent from upstream flows. From the flow data in Table 1 below it becomes clear that the watershed sustains storm events where both gages, E050.1 and E060.1, may be flowing without causing flow at the lower LAC gage E109.9 and vice versa, gage E109.9 may be flowing when the upstream gages (E050.1 and E060.1) may not have flow at that time.

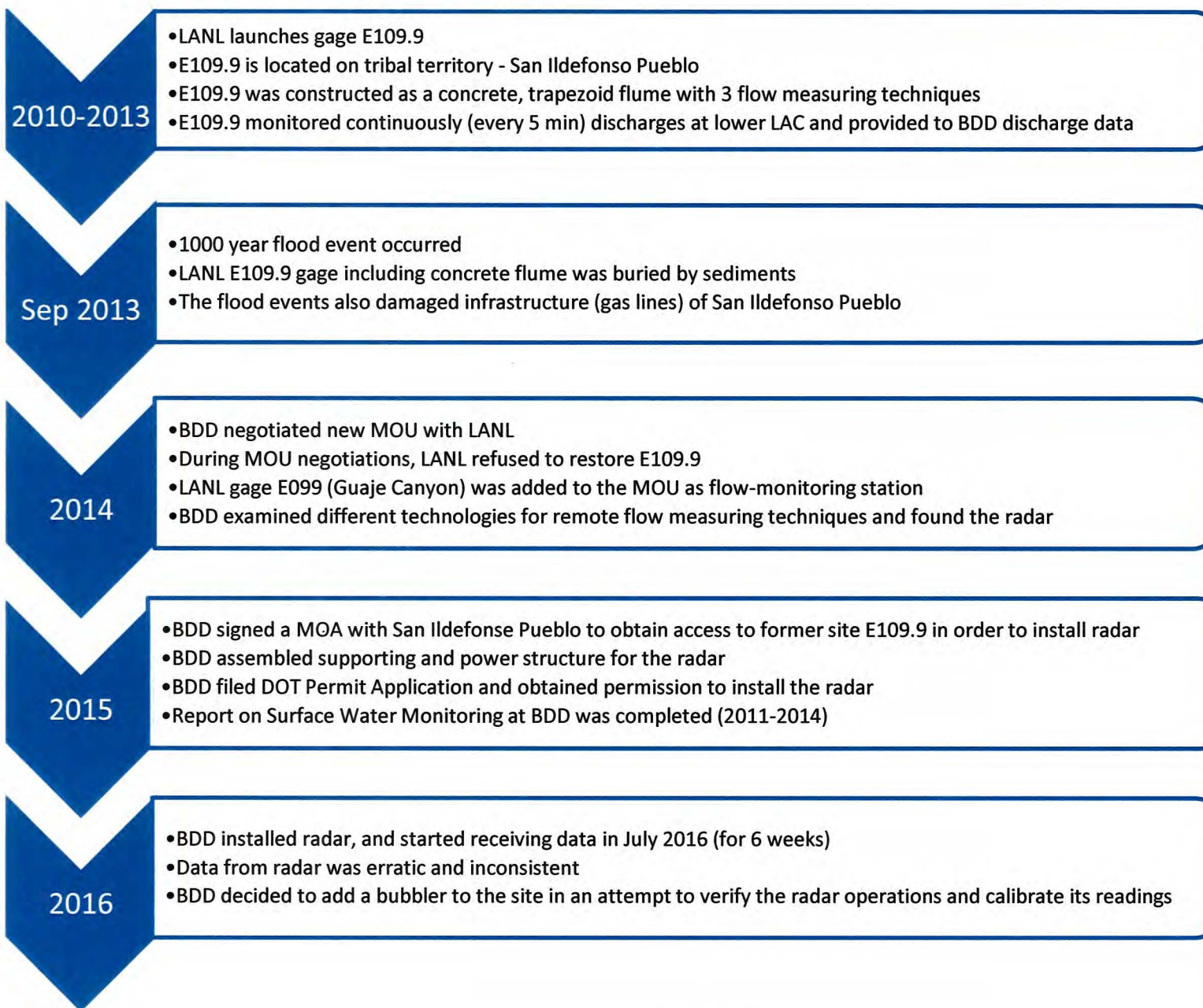
The conclusion that can be drawn from this data is that without a gage (or flow indicator) located at the lower LAC, BDD cannot be certain when there are flows in the lower LAC watershed which is the closest to the Rio Grande and thus the objectives of the ENS cannot be met. Therefore, without E109.9 flow measuring capabilities, there is no 100% prevention from admitting contaminated suspended sediments originating from LAC watershed into the BDD treatment facility.

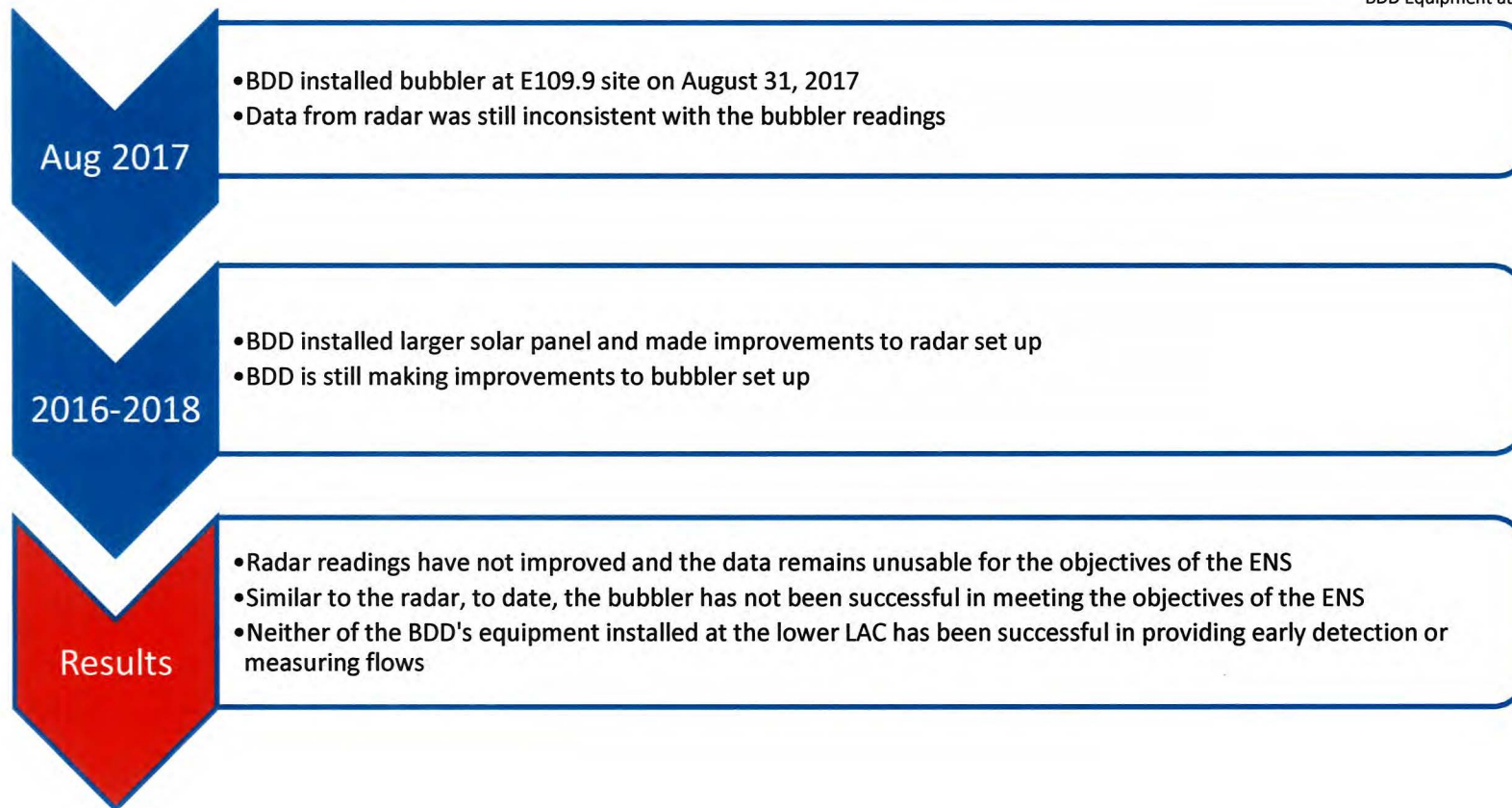
Table 1. Daily discharges at selected LANL gage stations from 2010 to 2013

| 2010 | | | | | 2011 | | | | | 2012 | | | | | 2013 | | | | |
|--|---------------|---------------|---------------|----------------|------|---------------|---------------|---------------|------------|-------|---------------|---------------|---------------|-------------|------|---------------|---------------|---------------|-------------|
| Date | E109.9 cfs | E050.1 cfs | E060.1 cfs | E099 rising | Date | E109.9 cfs | E050.1 cfs | E060.1 cfs | E099 ft | Date | E109.9 cfs | E050.1 cfs | E060.1 cfs | E099 cfs | Date | E109.9 cfs | E050.1 cfs | E060.1 cfs | E099 cfs |
| 8/15 | 439 | 18 | <5 | Y | 7/22 | 53 | 0 | 0 | 0 | 7/5 | 48 | 0 | 0 | <5 | 7/8 | 114 | 0 | 0 | 19 |
| 8/16 | 243 | 79 | 132 | Y | 7/27 | 10 | 0 | 0 | 0 | 7/11 | 678 | 134 | 0 | 75 | 7/12 | 175 | 32 | 0 | 234 |
| 8/17 | 4* | 0 | <5 | N | 7/28 | 13 | 0 | 0 | 0 | 7/12 | 28 | <5 | 0 | <5 | 7/13 | 251 | 0 | 0 | 1,138 |
| 8/23 | 779 | 0 | 0 | Y | 8/3 | 81 | 0 | 0 | 0.60 | 7/16 | 269 | <5 | 0 | 277 | 7/14 | 15 | 0 | 0 | 0 |
| 9/22 | 48 | 0 | 0 | Y | 8/5 | 70 | 0 | 0 | 0.20 | 7/24 | 25 | 10 | 0 | NO | 7/20 | 808 | 0 | 0 | 213 |
| | | | | | 8/13 | 7.5 | 0 | 0 | 0 | 8/3 | 204 | 168 | 0 | 167 | 7/21 | 18 | 0 | 0 | 14 |
| | | | | | 8/22 | 95 | 42 | 0 | 0 | 8/4 | 13 | <5 | 0 | 0.5* | 7/25 | 97 | 0 | 0 | 10 |
| | | | | | 8/26 | 35 | 0 | 0 | 0.14 | 8/6 | 86 | <5 | 0 | 0.4* | 7/26 | 156 | 0 | 0 | 8 |
| | | | | | 8/28 | 69 | 0 | 0 | 0 | 8/7 | 481 | <5 | 0 | 221 | 7/28 | 70 | <5 | 0 | <5 |
| | | | | | 9/1 | 340 | <5 | 0 | 1.00 | 8/8 | 8 | <5 | 0 | 1.5* | 8/3 | 950 | 0 | 0 | 0 |
| | | | | | 9/4 | 632 | 155 | 0 | 1.10 | 8/13 | 18 | 0 | 0 | 3* | 8/4 | 68 | 0 | 0 | 0 |
| | | | | | 9/5 | 81 | 11 | 0 | 0 | 8/14 | 14 | 0 | 0 | 1* | 8/5 | 1,000 | 13 | <5 | 340 |
| | | | | | 9/6 | 9 | <5 | 0 | 0 | 8/18 | 171 | 0 | 0 | 11 | 8/9 | 273 | 0 | 0 | 357 |
| | | | | | 9/7 | 61 | 11 | <5 | 0.87 | 8/19 | 8 | 0 | 0 | 1* | 8/18 | 18 | 0 | 0 | <5 |
| | | | | | 9/10 | 70 | 15 | 0 | 0.60 | 8/23 | 217 | 5 | 0 | 85 | 8/20 | 42 | 0 | 0 | <5 |
| | | | | | 9/16 | 8 | <5 | 0 | 0.21 | 8/24 | 157 | <5 | 0 | 3* | 8/30 | 151 | 0 | 0 | 24 |
| | | | | | 10/4 | 13 | <5 | 0 | 0.16 | 9/12 | 12 | 0 | 0 | 6 | 9/1 | 26 | 0 | 0 | <5 |
| | | | | | 10/7 | 14 | 0 | 0 | 0 | 9/28 | 6 | <5 | 0 | 0 | 9/2 | 306 | 0 | 0 | 426 |
| | | | | | 10/8 | 15 | 0 | 0 | 0 | 10/12 | 444 | 30 | 0 | 79 | 9/3 | 34 | 0 | 0 | 48 |
| | | | | | | | | | | | | | | | 9/10 | 118 | 11 | 0 | <5 |
| | | | | | | | | | | | | | | | 9/11 | 128 | 16 | 0 | <5 |
| | | | | | | | | | | | | | | | 9/12 | 520 | 87 | <5 | 353 |
| | | | | | | | | | | | | | | | 9/13 | >926 | >101 | >56 | >1,063 |
| | | | | | | | | | | | | | | | ... | ... | ... | ... | ... |
| Total Days | 5 | 2 | 1 | 4 | 19 | 5 | 0 | 9 | | 19 | 5 | 0 | 15 | | >23 | 6 | 1 | 14 | |
| % of E109.9 | 100% | 40% | 20% | 80% | 100% | 26% | 0% | 47% | | 100% | 26% | 0% | <79% | | 100% | 26% | 4% | 61% | |
| Notes to Table | | | | | | | | | | | | | | | | | | | |
| * sedimentation in canyon or equipment; flow rate could be higher than what was measured; it will be counted toward discharges greater than or equal to 5 cfs | | | | | | | | | | | | | | | | | | | |
| NO stands for "not operable on this date" | | | | | | | | | | | | | | | | | | | |
| "Guaje rising" for 2010 means increase in stage was noticed for "Y" and not noticed for "N". For all "Y"s it was assumed the flow was greater than 5 cfs. | | | | | | | | | | | | | | | | | | | |
| Guaje in 2011 was reported by LANL in feet of the stage because Guaje gage station did not have reliable rating curve. For any rise in stage it was assumed the flow was greater than 5 cfs. | | | | | | | | | | | | | | | | | | | |
| There were more days in 2013 when many canyons flowed but the gage stations E109.9 and E060.1 were destroyed, the rest of the season was omitted. | | | | | | | | | | | | | | | | | | | |

Since the destruction of gage E109.9 in 2013, BDD has requested that LANL restore that gage in order to allow for a complete 100% monitoring of all LAC potentially contaminated flows that may be reaching BDD. However, LANL representatives including LANL management declined to consider BDD requests for different reasons.

IV. Timeline of activities at the former site of E109.9

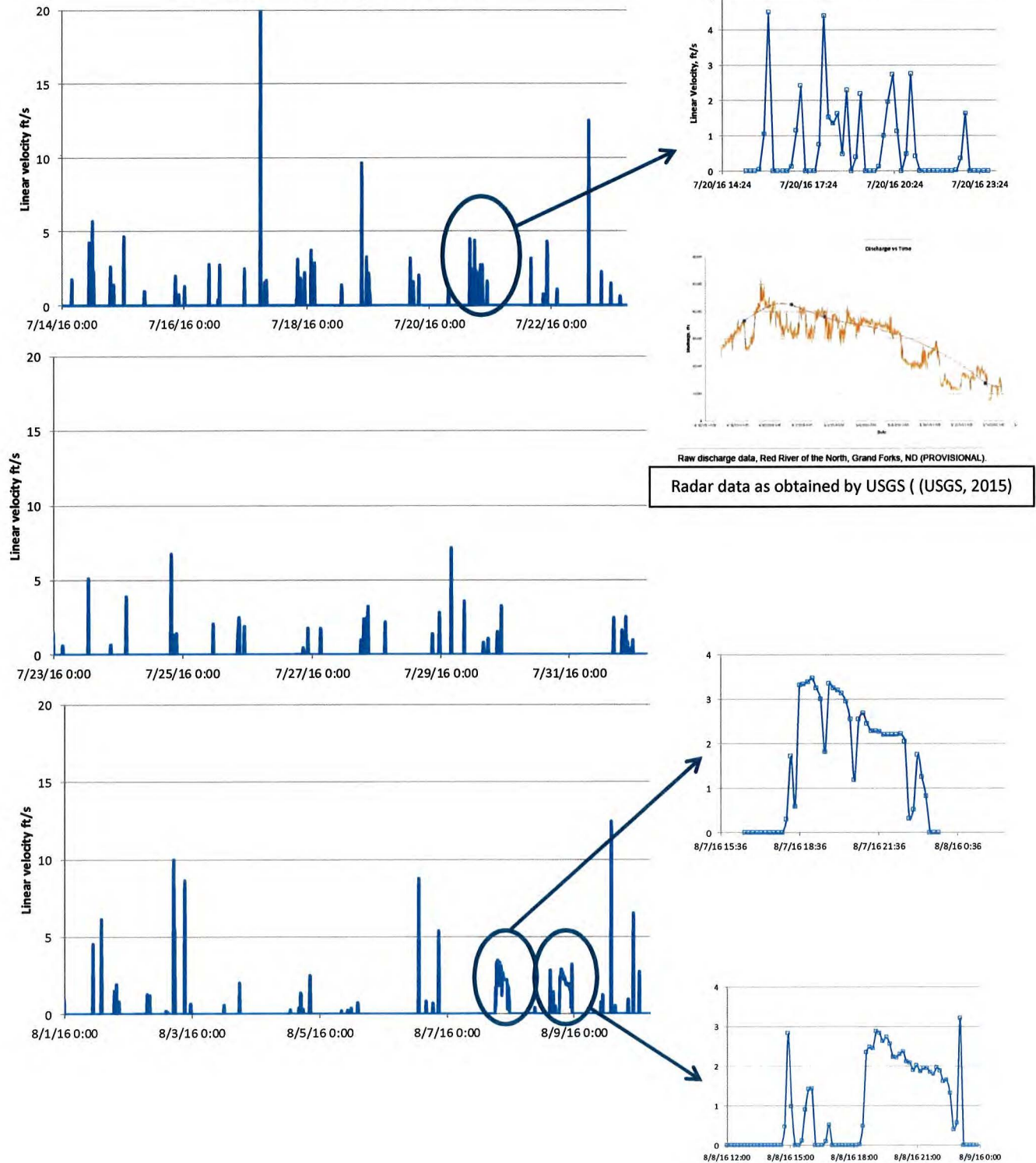


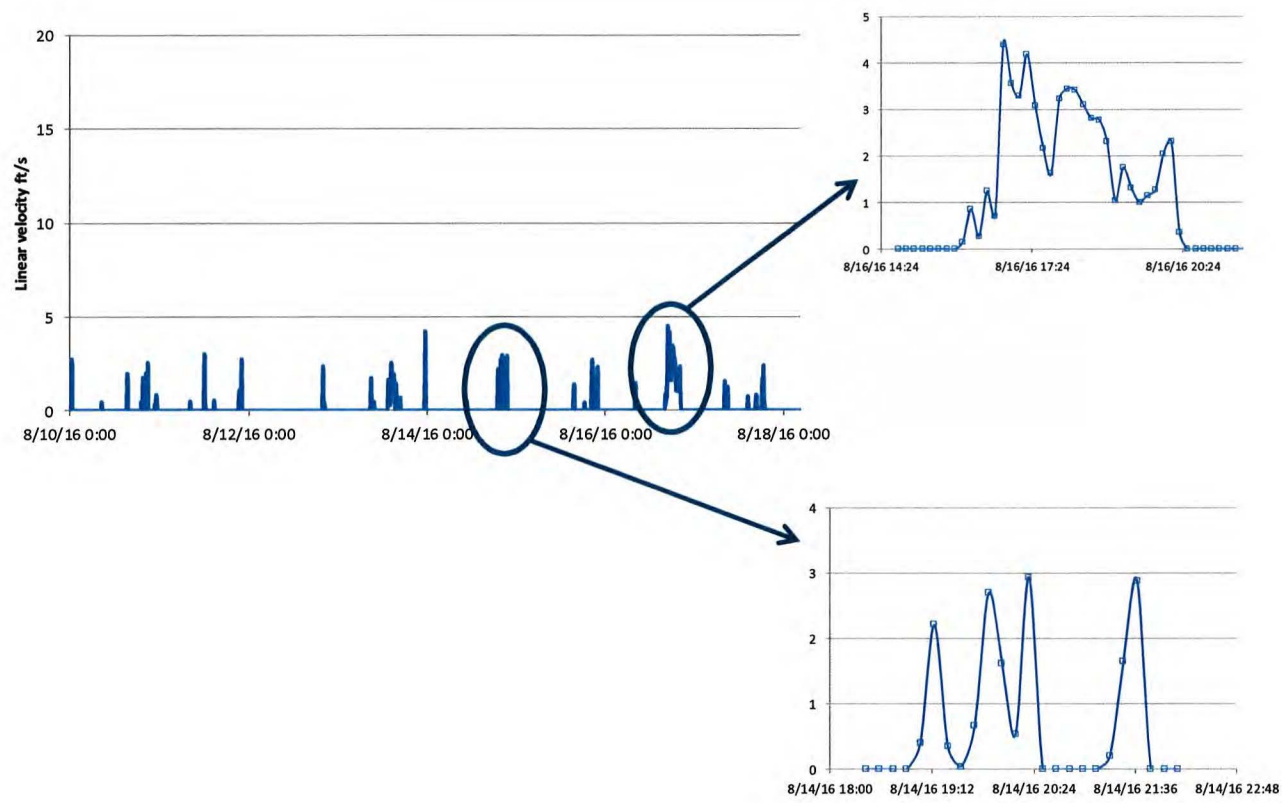


V. Examples of Radar and Bubbler data

Summer 2016

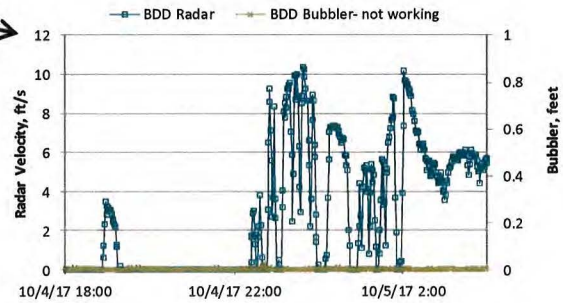
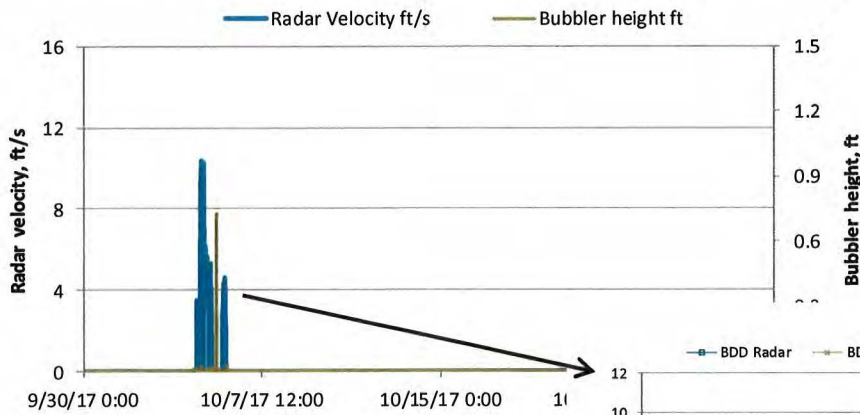
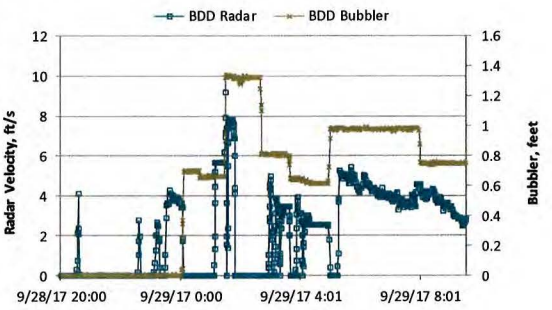
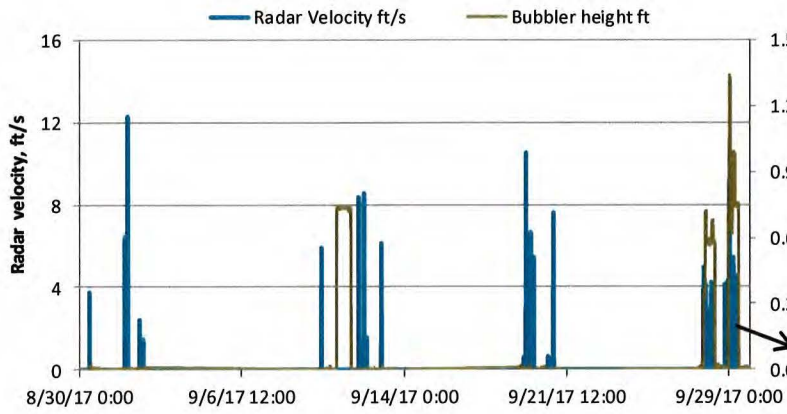
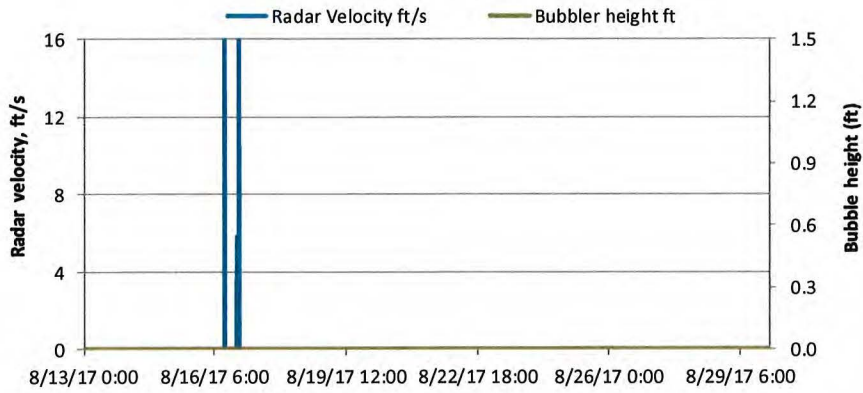
RADAR Surface Water Velocity



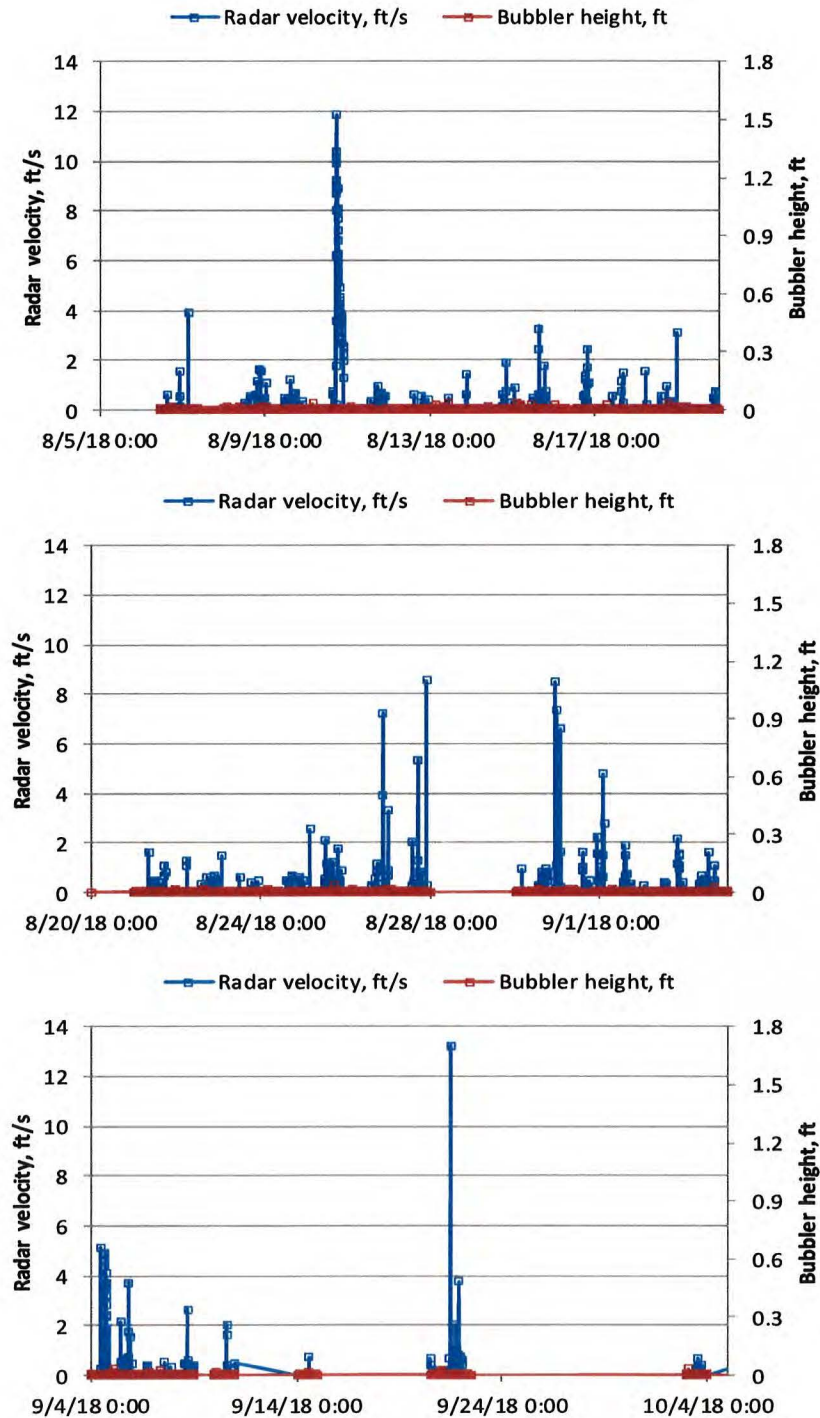


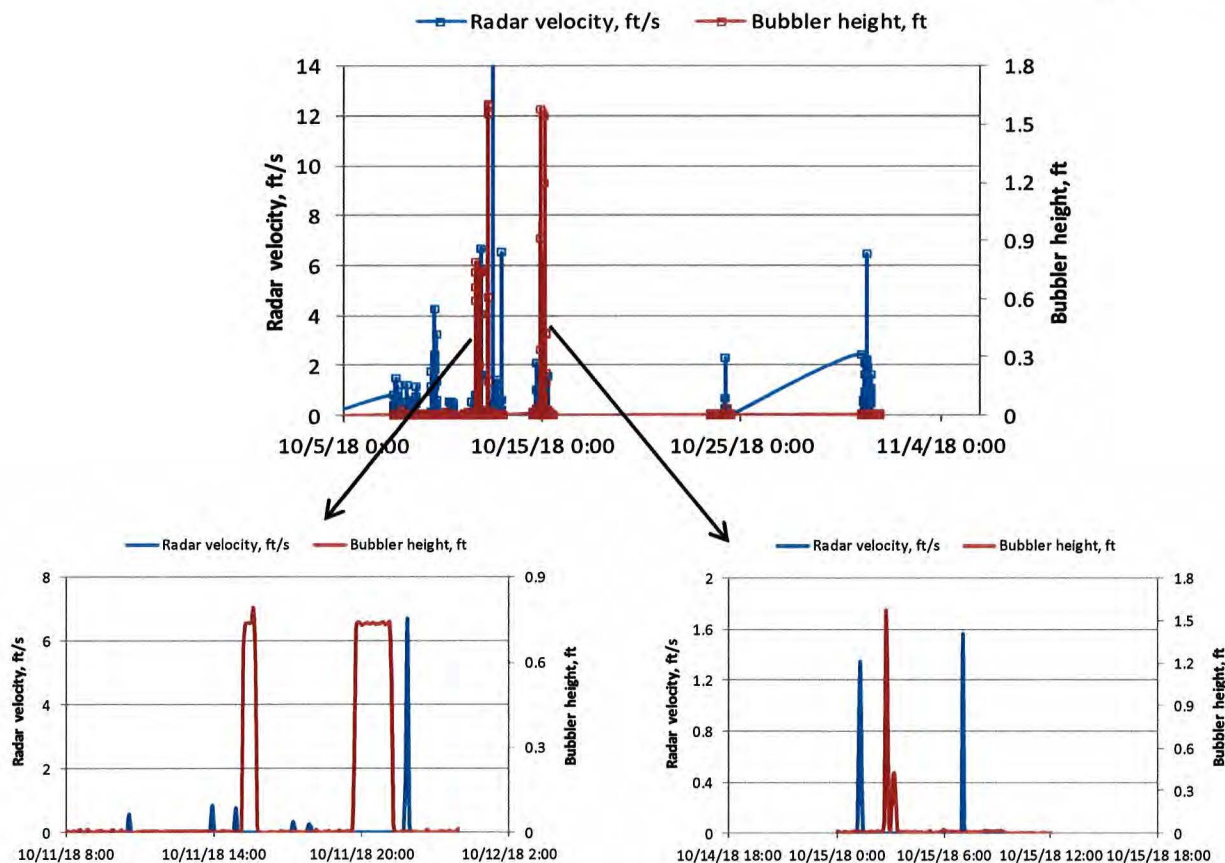
Summer 2017

Radar 2017



Summer 2018





VI. Radar and Bubbler Specifications

Attachment 1 to this report contains details about the radar and bubbler and their specifications.

VII. References

LANL. (2014). *Storm Water Performance Monitoring in the Los Alamos/Pueblo Watershed during 2013*. DOE-LANL.

Maggiore, P. (2011). *Los Alamos National Laboratory Fire Impact Update*. DOE-LANL.

USGS. (2015). *Guidelines for Siting and Operating Surface-water Velocity Radars*. SurfBorad Webinar Series.

ATTACHMENT 1

Specification of Radar and Bubbler installed at Lower LAC



AMAZON BUBBLER

BUBBLER/PRESSURE SENSOR

Designed with simplicity in mind, the Amazon bubbler is the ideal system for long-term, water level monitoring sites. It can be used as a stand-alone system with internal data storage, or as a sensor connected to any manufacturer's data logger. Easily configure and collect data using the browser-based graphical user interface with all standard web browsers on PCs, tablets and smart phones. It's rugged build, and technologically advanced system makes the Amazon Bubbler an attractive solution for real-time monitoring and data collection.

The Amazon provides a continuous air bubble and an integrated pressure sensor that measures the pressure required to push the bubble out of the orifice line, which is the line pressure. The line pressure value measured in psi is then converted into the desired units of measurement to represent water level.

APPLICATIONS

Accurately measure stream, lakes, wells, ocean and waste water levels.

KEY FEATURES

- Advanced rugged design
- Internal data logging
- Intuitive menu configuration
- High accuracy 0.02% FS
- Multiple output and connection options (SDI-12, Modbus, 4-20 mA, USB, Ethernet)
- Optional low-powered display for complete system configuration and data display.
- "Powered by Storm" technology:
 - W-Fi Connection Interface
 - Storm Central Connectivity
 - Browser based software
- Range options:
 - 0 to 10.5 m (34.6 ft)
 - 0 to 21 m (69.2 ft.)
 - 0 to 35 m (115 ft.)



Amazon Bubbler

*shown with optional display



a xylem brand

SPECIFICATIONS

| PERFORMANCE | | | |
|----------------------|--------------------------------|--|----------------------|
| Accuracy | Pressure | Less than or equal to 0.02% of full scale output (FSO) over temperature range | |
| Range | Pressure | Depth | Accuracy |
| | 0 to 15 PSI | 0 to 10.54 m (34.6 ft) | ±2.1 mm (0.007 ft) |
| | 0 to 30 PSI | 0 to 21 m (69.20 ft) | ±4.3 mm (0.014 ft) |
| | 0 to 50 PSI | 0 to 35.15 m (115.34 ft) | ±7.11mm (0.02333 ft) |
| Bubbler Gas Delivery | Microprocessor controlled unit | | |
| | Gas Flow Technology | Constant mass Technology | |
| | Gas Flow Control | Bubble rate is user programmable from 30 to 120 bubbles per minute based on 6.35 mm (1/4 in.) tubing. | |
| Purge Functions | Purge Pressure Level | User Selectable 40 PSI to 90 PSI | |
| | Options | • Manual • SDI driven purge • Purge sustain option (10 to 30 sec) • Automatic/programmable | |
| Compressor | Type | Piston Compressor | |
| | Operation | Low duty cycle (15 hours typical runtime per year at 60 bubbles per minute into 3.7 m (12 ft.) (purges not included) | |
| General | Pressure Overload | Up to 2 times the rated pressure | |
| | Media Capability | Non-corrosive dry gases only | |
| | Rating | NEMA 4 enclosure | |
| MECHANICAL / POWER | | | |
| Size | Housing | 311.15 mm L x 222.25 mm W x 146.05 mm H (12.25 in. L x 8.75 in. W x 5.75 in. H) | |
| Weight | Housing | 5.44kg (12.0 lbs) | |
| Material | Housing | Aluminum | |
| | Atmospheric Vent | Sintered bronze, #10-32 | |
| Power Requirements | Voltage Input | 10.0 to 16.5 V DC | |
| | Current | Standby: 6mA | |
| | | Compressor Active, No Pressure: 3 A | |
| | | Compressor Active, Full Pressure: 6 A | |
| | | Startup Surge Required: 15 A | |
| | | Based on a 60 bubbles/min flow rate with a 15 min measurement cycle and a 1 purge/day frequency. Average active current 20mA | |

| | Surge Protection | 20 V DC |
|---------------|--|--|
| Connection | Quick Connect Phoenix Connectors | 2-position quick connect for power 5-position quick connect for SDI-12, 4 to 20mA, and RS-485 |
| | Pressure Inlet | 3.82 cm (1/8 in) female NPT |
| COMMUNICATION | | |
| SDI-12 | Baud Rate | 1200 |
| | Protocol | SDI-12 V1.3, 7-bit even parity, 1 stop bit |
| | Output Voltage Levels | Minimum high level: 3.5 volts Maximum low Low: 0.8 volts |
| | Response Time | 8-second measurement sequence (programmable) |
| RS-485 | Baud Rate | Programmable (default = 9600) |
| | Protocol | Modbus RTU |
| 4-20mA Output | Type | 4-20mA, optically isolated |
| | Loop Voltage | 8.0V min, 35V max |
| | Resolution | ±0.24 uA (16-bit DAC) |
| | Accuracy | 0.075% max error |
| ENVIRONMENTAL | | |
| General | Operating Temperature | -40° to +60° C |
| | Compensated Range | -40° to +60° C |
| | Storage Temperature | -60° to + 80° C |
| MISCELLANEOUS | | |
| Warranty | The Amazon Bubbler is warranted against defects in materials and workmanship for two years from date of shipment. | |
| Note | Specifications subject to change without prior notice due to on going commitment to product testing and improvement. LR May 2016 (D59-06 0516) | |



Stalker Surface Velocity Sensor

Stalker's Surface Velocity Sensor is the gold standard in OEM waterflow management.

FEATURES

- User adjustable tilt compensation adjusts speed reading based on angle to target
- Measures: meters/second, feet/second, miles per hour, and kilometers per hour
- Digital Signal Processing
- Senses flow direction - moving away, closing, or both directions
- 4 levels of sensitivity

The Stalker SVR Sensor features a rugged cast-metal exterior and the world's most sensitive transmitter/receiver as well as miniaturized and modernized electronics. Its direction sensing software and updated algorithms position the SVR Sensor as a new-generation radar ideal for the task of accurate and reliable water flow measurement. Moreover, the SVR Sensor's Ka-Band performance measuring water flow is superior to the K-Band used by some of its competitors' radars.

To make it better suited for measuring from elevated locations, the SVR Sensor can be easily adjusted by the end user to compensate its speed reading based on the angle that the radar points at the target flow.

The SVR Sensor has a speed range of 0.2 m/s to 18.0 m/s – from below 1 mph to over 40 mph – with an accuracy of ± 0.1 m/s. And it measures in meters/second, feet/second, miles per hour, and kilometers per hour.



General Specifications

| | |
|----------------------|---|
| Type: | Surface Velocity Radar Sensor |
| Operating Frequency: | 34.7 GHz (Ka-Band) |
| Stability: | ± 100 MHz |
| Power Requirements: | Voltage: 9 - 24 VDC Current: (at 12 VDC nominal) Transmitter on: 470 mA Transmitter off: 100 mA |
| Environmental | Operating: -22° F (-30° C) to +158° F (+70° C), 90% relative humidity, Non-operating: -40° F (-40° C) to +185° F (+85° C) |
| Mechanical: | Weight – 1.15 lb. (0.52 kg) Diameter – 2.6 in. (6.7 cm) Length – 4.7 in. (11.8 cm) Case Material – Aluminum die cast |
| Accuracy: | ± 0.1 m/s |
| Auto Self-Test: | Performed every 10 minutes while transmitting |
| Speed Range: | 0.2 m/s to 18 m/s |

Microwave Specifications

| | |
|----------------|---|
| Antenna: | Conical horn |
| Polarization: | Circular |
| 3DB Beamwidth: | 12° $\pm 1^\circ$ |
| RF Source: | Gunn-Effect diode |
| Receiver Type: | Two direct-conversion homodyne receivers using four low-noise Schottky barrier mixer diodes |
| Power Output: | 20 mW minimum 25 mW nominal 50 mW maximum |
| Power Density: | 2 mW/cm ² maximum at 5 cm from lens |

Factory Configuration (defaults in Bold)

| | |
|-------------------------|--|
| Serial Port Baud Rate | 9600 |
| Communications Protocol | RS-232 or RS-485 - build option |

Field Configuration (defaults in Bold)

| | |
|-------------------------|--|
| Units: | ft/s (feet/sec), m/s (meters/sec), mph (miles/hour), or km/h (kilometers/hour) |
| Radar Zone: | Away, Closing or Auto directional sensitivity may be selected |
| Serial Port Data Format | Current Speed only or longer messages with speed, strength, and averages. |
| Horizontal Angle | From 0° to 70° |
| Vertical Angle | From 0° to 70° |
| Sensitivity | 4 levels of field sensitivity may be selected (1/2/3/4 max) |

See pages 14-15 for Packages, Developer Kits, Cables, Connectors, Manuals, and Software.

Memorandum



Buckman Direct Diversion

Date: June 6, 2019
To: Buckman Direct Diversion Board
From: Randy Sugrue, Interim BDD Operations Superintendent *RS*
Subject: FY 19/20 Chemical Award Extensions

ITEM AND ISSUE:

Request for approval to extend chemical contract bids for an additional year from various awarded vendors for a total amount of \$336,000 for FY19/20.

BACKGROUND AND SUMMARY:

The Buckman Direct Diversion uses various chemicals to treat surface water in compliance with State and Federal Drinking Water Standards. Quantities purchased are based on anticipated flows and estimated dosages as determined by Operations.

On June 21, 2017 the BDDDB awarded RFB '17/36/B BDD Water Treatment Plant Chemicals to various vendors as listed below.

On February 15, 2018 the BDDDB awarded RFB '18/11/B Liquid Oxygen to Airgas USA, LLC.

The BDD is exercising the option in the contract to extend the purchase of goods for an additional year, which is year three of the allowed extension period. Staff has submitted extension requests to each supplying vendor, in which all extensions have been renewed with minimal increases due to raw materials and transportation costs.

The vendors currently providing water treatment chemicals:

| Vendor | Chemical | Awarded Unit Price | Estimated Amount |
|----------------------------------|------------------------|--------------------|----------------------|
| Airgas USA, LLC | LOX | \$ 1.3000 | \$ 105,000.00 |
| Kemira Water Solutions, Inc. * | Ferric Chloride | \$ 0.1885 | \$ 86,000.00 |
| DPC Industries, Inc. | Sulfuric Acid | \$ 0.3000 | \$ 2,700.00 |
| Chemrite, Inc. | Calcium Thiosulfate | \$ 0.3200 | \$ 9,400.00 |
| Sterling Water Technologies, LLC | Zinc Orthophosphate | \$ 0.3540 | \$ 10,000.00 |
| DuBois Chemicals, Inc. | Hydrofluorsilicic Acid | \$ 0.2950 | \$ 5,900.00 |
| DPC Industries, Inc. | Sodium Hydroxide 25% | \$ 0.1560 | \$ 32,000.00 |
| DPC Industries, Inc. | Sodium Hydroxide 50% | \$ 0.2100 | \$ 40,000.00 |
| DPC Industries, Inc. | Sodium Hypochlorite | \$ 1.2300 | \$ 30,000.00 |
| Polydyne, Inc.* | Polymer | \$ 0.9620 | \$ 15,000.00 |
| Total | | | \$ 336,000.00 |



ACTION REQUESTED:

Staff recommends approval to purchase water treatment plant chemicals to the various awarded vendors. Funding is available in our approved FY19/20 operating budget.

BU/LI: Chemical Inventory 7410.119999

Approved by BDDDB June 6, 2019

Commissioner Anna T. Hamilton, BDDDB Chair

Memorandum



Buckman Direct Diversion

Date: June 6, 2019
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager
Subject: Chavez Security, Inc. Amendment No. 1

ITEM AND ISSUE:

Request for approval of Amendment No. 1 to the Services Agreement Item 18-0663 with Chavez Security, Inc. for security services at BDD facilities for FY19/20 in the amount of \$179,000 exclusive of NMGRT.

BACKGROUND AND SUMMARY:

On June 7, 2018 the Buckman Direct Diversion Board approved the request to award RFB '18/14/B for BDD security services to Chavez Security, Inc. This request will extend the award for services to June 30, 2020, which is year two within the allowed extension period. This amendment will also increase compensation for the amended term in the amount of \$179,000 exclusive of NMGRT. The compensation was based on an estimated 6,516 regular service hours and 60 emergency hours.

Chavez Security, Inc. will provide patrols to the Buckman Facilities along the Buckman road corridor in which the scope of services shall include:

- Report suspicious activity, security breaches, and unusual findings to the BRWTP Control Room;
- Check locked doors, fencing and gates at the raw water buildings to ensure they are locked and have not been intruded upon;
- Provide on-call service during evening, midnight, and early morning hours to accompany BDD Operators to the river and provide security protection as requested.
- Submit reports at the end of each shift to the BDD office outlining any investigative services and observations.
- Hours of service: week day nights (15 hours) and weekends and holidays (24 hours)
 - In addition to conducting patrols at the Buckman Facilities, the contractor shall provide mobile patrol service of Buckman Facilities on Monday thru Friday during the hours of 8:00 a.m. to 5:00 p.m. while contractor is providing patrol services for the City of Santa Fe's Buckman well field, thereby providing security services 24 hours per day, 7 days a week.



ACTION REQUESTED:

Staff recommends approval of Amendment No. 1 to Services Agreement 18-0663 with Chavez Security, Inc. in the amount of \$179,000 exclusive of NMGRT.

Funding is available in our approved FY 19/20 operating budget.

BU/LI: Service Contracts # 7280000.510310.740010

Approved by BDDDB June 6, 2019

Commissioner Anna T. Hamilton, BDDDB Chair



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2018

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 El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agcy PO Box 66571 Houston TX 77266 | INSURED Chavez Security, Inc. 1925 Aspen Dr., Suite 703 Santa Fe NM 87505 | CONTACT NAME: Certificate Department PHONE (A/C No. Ex): (713) 521-9251 FAX (A/C No.): (713) 521-0123 E-MAIL ADDRESS: certificates@eldoradoinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Allied World Surplus Lines NAIC # 24319 INSURER B: United Financial Casualty Company 11770 INSURER C: The Hartford INSURER D: INSURER E: INSURER F: |
|---|--|--|

COVERAGES CERTIFICATE NUMBER: BLANKET AI (09/18) 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 SUBR INSD / Y/N | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | 5200-1789-02 | 9/11/2018 | 9/11/2019 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | 03739823-7 | 10/28/2017 | 10/28/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N/A | 16980Y1316 | 9/11/2018 | 9/11/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 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)
Subject to a signed and dated written contract or written agreement that includes an additional insured requirement, certificate holder is an additional insured (CG 20 10 07/04).

| | |
|--|--|
| CERTIFICATE HOLDER (505) 988-1663 City of Santa Fe 200 Lincoln Avenue Santa NM 87501 | 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 R.L. Ring, Jr./EBAO |
|--|--|

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**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO
SERVICES AGREEMENT
WITH Chavez Security, Inc.
#18-0663**

THIS AMENDMENT No. 1 (the "Amendment") to the SERVICES AGREEMENT, dated June 7, 2018, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Chavez Security, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide physical prevention and protection services to persons and property for the BDDDB and Buckman Direct Diversion facilities.

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of One Hundred Seventy-Nine Thousand Dollars (\$179,000.00) plus applicable gross receipts tax, so that Article 3 reads in its entirety as follows:

A. Compensation under this Agreement shall be paid only for services rendered at an hourly rate of Twenty-seven dollars and Twenty-six cents (\$27.26) per hour for each Security Officer III, including the vehicle and all equipment for each Security Officer III and an hourly rate of Twenty-five dollars (\$25.00) for emergency call in. The BDDDB shall pay to Contractor for services rendered

a sum not to exceed Three-Hundred Fifty-Eight Thousand Dollars (\$358,000.00) plus applicable gross receipts tax. Compensation to be paid for any renewal term shall be agreed upon by the parties.

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

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

2. TERM AND EFFECTIVE DATE.

Article 5, of the Agreement is amended to extend the term to 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. 1 to the Services Agreement as of the dates set forth below.

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Anna T. Hamilton, BDDDB Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM


Nancy R. Long, BDDDB Counsel

APPROVED

Mary T. McCoy, City Finance Director

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:
Chavez Security, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



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

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

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

2 Name of Contractor Chavez Security, Inc.

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$179,000.00

Termination Date: June 30, 2019

☒ Approved by BDDDB Date: June 7, 2018

☐ or by Project Manager Date: _____

Contract is for: To provide security services of the Buckman Direct Diversion Facilities.

Amendment # 1 to the Original Contract# 18-0663

Increase/(Decrease) Amount \$ 179,000

Extend Termination Date to: June 30, 2020

☒ Approved by BDDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: To increase compensation for FY19.20 services.

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

☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 179,000.00 of original Contract# 18-0663 Termination Date: 06/30/2019

Reason: To provide security services of the BDD Facilities.

Amount \$ 179,000.00 amendment # 1 Termination Date: 06/30/2020

Reason: To increase compensation for FY19.20 services

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 358,000



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

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

RFP# RFB '18/14/B Date: March 20, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: year 2 of allowed option to extend contract

example: (First year of 4 year contract)

7 Funding Source: FY 19/20 BDD Operating **BU/Line Item:** 7280000.510310.740010

Budget Officer Approval

Shirley Rodriguez Digitally signed by Shirley Rodriguez
Date: 2019.05.23 12:28:23 -06'00'

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

ITEM # 18-0663

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

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

1. SCOPE OF SERVICES

Contractor shall provide the services of physical prevention and protection to persons and property for the BDDDB and the Buckman Direct Diversion facilities. Contractor shall provide one (1) Level III uniformed security officer, as defined pursuant to 16.48.2.19 D. NMAC, in a clearly marked patrol unit (unit defined as a high clearance four wheel drive vehicle; minimum height requirement of 8") to patrol the Buckman Regional Water Treatment facilities including: the Buckman Direct Diversion structure, the raw water lift station, booster station (1A) /sediment removal facility, booster station (2A) including solar facility and the infrastructure between the Buckman Regional Water Treatment Plant and the BDD Water Treatment Plant ("Buckman Facilities"). Services shall be provided 24 hours a day, 365 days a year, except Mondays-Fridays during the hours of 8AM and 5PM, unless on a holiday observed by the City of Santa Fe (City) when patrols shall be conducted on a 24-hour basis.

A. The security officer shall provide the following services:

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

Immediately notify the fire department, Sheriff's Department and manager/operators on duty at the BDDDB of incidents, acts of violence, fire/emergency.

(3) Utilize the toggle verification (physically operate the door handle) to check locked doors at the raw water lift station and buildings at 1A and 2A.

(4) Check fencing and gates surrounding the buildings at the raw water lift station buildings, 1A and 2A including the solar facility to ensure they are locked.

(5) Provide on-call service during the evening and/or early morning hours to accompany facility operators to the river in an effort to provide security protection while sampling is conducted.

(6) Provide response on an on-call basis to incidents as directed by the operator on duty.

(7) Provide written reports at the end of each shift to the facility control room outlining any investigative services that were conducted, an inventory of persons or activities on facility property and details of whether suspicious activity was deterred or if fire/police were notified for unauthorized entry or emergency situations that were observed.

(8) Provide Level III security services as directed and at locations specified by the Buckman Direct Diversion Facilities Manager.

(9) In addition to conducting patrols at the Buckman Facilities as described in this Scope of Services from 5:00 p.m. to 8:00 a.m. and on holidays, Contractor shall provide mobile patrol service of Buckman Facilities on Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. while Contractor is providing patrol services for the City of Santa Fe's Buckman well field, thereby providing security services 24 hours per day, 7 days per week.

(10) The City, the BDDB and Contractor shall develop and maintain an accurate and current list of employees that need access to the Buckman Facilities, the City well field and related facilities. These employees will be added to the Access Control Server, along with company name, and the City and the Buckman Facilities they will be accessing. Any changes to the employee list for access based on employment, termination and job reassignment will be provided by the City and made by Contractor within 24 hours of the change.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

C. Contractor shall assign a contract manager who shall be responsible for the direct supervision of Contractor's employees assigned to perform services under this Agreement who shall be available at reasonable times to consult with the designated City of Santa Fe Public Utilities Department (City) and the Buckman Direct Diversion Board (BDDB) representative regarding the services rendered or services to be rendered under this Agreement.

D. Contractor shall submit to the City and the BDDB, a complete background investigation report for all personnel assigned to the City and BDDB under the terms of this Agreement, seven (7) days prior to each assignment. The background investigation report shall include, but not be limited to:

- (1) Verification of criminal history and background.

- (2) Confirmation of previous employment.
- (3) Verification of all application information.

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

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

- (1) Contractor shall comply with required federal, state and local licensing requirements. Contractor shall report the potential for license suspension, revocation, or limitation to the City and the BDDDB within ten (10) days of notice from the State, County or City Licensing Boards;

- (2) Contractor's employees shall have the ability to read and write English, particularly in emergency situations requiring clear and definitive articulation to assure confidence, control and safety to those involved;

- (3) Contractor's employees shall possess the ability to pass an annual physical fitness examination, including but not limited to drug and alcohol testing, by a licensed physician;

- (4) Contractor's employees shall possess cardio pulmonary resuscitation (CPR) and First Aid certification as set forth by the American Red Cross or an equivalent association;

- (5) Contractor's employees shall possess a valid appropriate driver's license;
- (6) Be current and fully qualified to carry a firearm when required to.

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

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

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

I. Contractor shall supply and maintain the following equipment:

- (1) Contractor shall supply a vehicle for each shift that allows travel through dirt roads that could be snow packed or washed out by weather. Unit shall be a clearly marked security unit with emergency lights.

(2) Contractor shall supply a vehicle for each shift that allows travel through dirt roads that could be snow packed or washed out by weather. Unit shall be a clearly Contractor shall supply all weather gear, leather gear, flashlights, pagers, cellular phones, radios for and other equipment as is mutually agreed upon between the City and the BDDDB and Contractor, in order to meet the requirements of this Agreement. Contractor will also provide the necessary cell phone or radio equipment as mutually agreed upon by both parties;

(3) Contractor will be required to repair or replace, at its cost, any equipment that is damaged or lost through abuse or neglect by Contractor or its employees.

(4) Contractor shall insure all horses entering the Watershed must be fed weed free hay three days prior or have a bag to and capture their waste products.

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

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

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

3. COMPENSATION

A. Compensation under this Agreement shall be for services actually rendered at an hourly rate of Twenty-Seven Dollars and Twenty-Six Cents (\$27.26) per hour for each Security Officer III, including the vehicle and all equipment for each Security Officer III and an hourly rate of Twenty-Five Dollars (\$25.00) for emergency call in. The BDDDB shall pay to Contractor for services rendered a sum not to exceed One-Hundred Seventy-Nine Thousand Dollars (\$179,000.00) plus applicable gross receipts tax. Compensation to be paid for any renewal term shall be agreed upon by the parties.

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDDB and terminate on June 30, 2019. This agreement shall have the option to be renewed for up to three (3) additional twelve (12) months terms no more than four (4) years, with the mutual agreement of both parties.

6. TERMINATION

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

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

(2) If 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 services for the BDDDB and are not employees of the BDDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDDB vehicles, or any other benefits afforded to employees of the BDDDB as a result of this Agreement.

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. Contractor shall not begin the services required under this Agreement until it has:

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

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

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

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

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

(2) Automobile Liability. For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident. An insurance certificate shall be submitted to the BDDDB 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 BDDDB, 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 BDDDB is entitled to thirty (30) days prior

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

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

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

G. Specific Provisions Required.

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

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

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

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

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

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDDB, City of Santa Fe, 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 BDDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq., as amended. The BDDDB and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

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

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by the City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDDB and the City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement

shall not foreclose the right of the BDDDB or the City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

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

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

CONTRACTOR: Chavez Security, Inc.
1925 Aspen Drive, Suite 703
Santa Fe, NM 87505
Attn: Peso Chavez
Email: peso@chavezsecurity.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: _____

Peter Ives, BDDDB Chair

Date: _____

6/7/18

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

3/15/18
City Finance Director

7280000.510310.740010

Business Unit/Line Item

ATTEST

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

File Date: _____

6-15-18

CONTRACTOR:

Chavez Security, Inc

Signature: _____

Printed Name: Peso Chavez

Title: _____

Date: _____

6/11/18

NM Taxation & Revenue

CRS # 02-234197-00-8


City of Santa Fe Business

Registration # 18-00094401

Memorandum



Buckman Direct Diversion

Date: June 6, 2019
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager 
Subject: B & D Industries, Inc. Amendment No. 1

ITEM AND ISSUE:

Request for approval of Amendment No. 1 to the Services Agreement Item 19-0056 with B & D Industries, Inc. for on-call HVAC repair services for FY19/20 in the amount of \$50,000 exclusive of NMGRT.

BACKGROUND AND SUMMARY:

On November 11, 2018 the Buckman Direct Diversion Board approved the request to award RFB '19/05/B On-Call HVAC Services to B & D Industries, Inc. This request will extend the award for services to June 30, 2020, which is year two within the allowed extension period. This amendment will also increase compensation for the amended term in the amount of \$50,000 exclusive of NMGRT.

BDD has many heating ventilation and air conditioning units throughout the facilities. These units provide temperature control for our pumps and equipment. If a unit fails it is extremely important that the unit is repaired in a timely manner so that the pumps and equipment do not overheat. This service will be utilized to supplement the current resources in the repair and maintenance of BDD equipment.

ACTION REQUESTED:

Staff recommends approval of Amendment No. 1 to the Services Agreement with B & D Industries, Inc. in the amount of \$50,000 exclusive of NMGRT. Funding is available in our approved FY 19/20 operating budget.

BU/LI: Repair & Maintenance Buildings/Structures # 7280000.520100.930020

Approved by BDDDB June 6, 2019

Commissioner Anna T. Hamilton, BDDDB Chair



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO SERVICES AGREEMENT
WITH B & D Industries, Inc.
#19-0056**

THIS AMENDMENT No. 1 (the "Amendment") to the SERVICES AGREEMENT, dated November 30, 2018, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and B & D Industries, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide on call repair, replacement, and installation of HVAC systems at the Buckman Direct Diversion facilities.

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

1. COMPENSATION.

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

A. Compensation under this Agreement shall be in an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000.00), plus applicable gross receipts tax.

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 BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services performed.

2. TERM AND EFFECTIVE DATE.

Article 5, of the Agreement is amended to extend the term 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. 1 to the Services Agreement as of the dates set forth below.

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Anna T. Hamilton, BDDDB Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM


Nancy R. Long, BDDDB Counsel

APPROVED

Mary T. McCoy, City Finance Director

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:
B & D Industries, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



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

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

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT ☒

2 Name of Contractor B & D Industries, Inc.

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$60,000.00

Termination Date: June 30, 2019

☐ Approved by BDDB Date: _____

☒ or by Project Manager Date: November 30, 2018

Contract is for: On-Call BDD HVAC Maintenance & Management

Amendment # 1 to the Original Contract# 19-0056

Increase/(Decrease) Amount \$ 50,000

Extend Termination Date to: June 30, 2020

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: To increase compensation for FY19.20 services.

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

☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 60,000.00 of original Contract# 19-0056 Termination Date: 06/30/2019

Reason: To provide on-call HVAC services.

Amount \$ 50,000.00 amendment # 1 Termination Date: 06/30/202

Reason: Increase compensation for FY19.20 services

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 110,000



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

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

RFP# RFB # '19/05/B Date: December 6, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: Year 2

example: (First year of 4 year contract)

Shirley Rodriguez Digitally signed by Shirley Rodriguez
Date: 2019.05.23 12:26:17 -06'00'

Purchasing Approval

7 Funding Source: BDD Operating Budget **BU/Line Item:** 7280000.520100.930020

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



B&DINDU-01

CBUTLER

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 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 License # 0757776 HUB International Insurance Services (NMX) 7770 Jefferson Street NE, Suite 101 Albuquerque, NM 87109 | | CONTACT Carrie Butler NAME: PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com | | |
| INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123 | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURER A : Valley Forge Insurance Company | | 20508 |
| | | INSURER B : Continental Casualty Company | | 20443 |
| | | INSURER C : The Continental Insurance Company | | 35289 |
| | | INSURER D : Builders Trust of New Mexico | | |
| | | 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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 6016149399 | 11/11/2018 | 11/11/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> Contractual Liability | | | | | | MED EXP (Any one person) \$ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | |
| | OTHER: | | | | | | |
| B | AUTOMOBILE LIABILITY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 6016149371 | 11/11/2018 | 11/11/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 6016149404 | 11/11/2018 | 11/11/2019 | EACH OCCURRENCE \$ 11,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 11,000,000 |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 6016149385 | 11/11/2018 | 11/11/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N | | | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| D | Worker's Compensatio | | | 5672 | 01/01/2019 | 01/01/2020 | Accid/Emp/Pol Limit 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

Fort Marcy Recreation Complex HVAC Replacement

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| City of Santa Fe 490 Bishops Lodge Santa Fe, NM 87501 | 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 |

**BUCKMAN DIRECT DIVERSION BDDDB
SERVICES AGREEMENT
WITH
B & D Industries, Inc.**

ITEM # 19-0056

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and B& D Industries, Inc. ("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 BDDDB as described:

Contractor shall provide on-call repair, replacement and installation services of the BDD's heating, ventilation and air condition systems as described in Exhibit A attached hereto and as directed by the BDD Maintenance Superintendent. Contractor shall furnish all necessary supervision, labor, materials and facilities required to accomplish the scope of services set forth by this agreement.

2. STANDARD OF PERFORMANCE; LICENSES

A. 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 Sixty Thousand Dollars (\$60,000.00) plus applicable gross receipts tax, as described in Exhibit B attached hereto.

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDDB and terminate June 30, 2019.

The term of this agreement shall be for one (1) year from the date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties, not to exceed four (4) years.

6. TERMINATION

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

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

(2) If payment has not already been made, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of

such termination. If full payment has been made, Contractor agrees to prorate 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 BDDDB and are not employees of the BDDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDDB vehicles, or any other benefits afforded to employees of the BDDDB as a result of this Agreement.

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. Contractor shall not begin the services required under this Agreement until it has:

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

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

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

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

G. **Specific Provisions Required.**

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

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

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

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

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

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDDB, City of Santa Fe, 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 BDDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDDB and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

A. Contractor shall conform with and participate in the Document Control policies of the BDDDB or 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 BDDDB 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 BDDDB or the City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement

or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

BDDDB: Nick Schiavo
Interim 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.
BDDDB Independent Counsel
Long, Komer & Associates, P.A.
P. O. Box 5098
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

CONTRACTOR: B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123

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: _____

Nick Schiavo, Interim Facilities Manager

Date: _____

11/30/18

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

Mary T. McCoy
Mary T. McCoy, City Finance Director

7280000.520100.930020

ATTEST

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

File Date: _____

1/23/19

CONTRACTOR:

B & D Industries, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue

CRS # _____

City of Santa Fe Business

Registration # _____

Exhibit A

Scope of Services

Description of Work

- Contractor will provide all necessary labor tools, equipment and materials needed to provide on-call repair, replacement and installation of the Buckman Diversion's heating, ventilation and air conditioning systems.
- The work shall include all preparation work needed to properly install new HVAC work or to repair or upgrade the existing HVAC systems. Work to include, but not limited to installation of new or relocation of existing diffusers, grilles and registers; installation of all new or relocation of existing vents, flues, make-up and outside air ducts; installation of new or relocation of existing thermostats; installation of new or relocation of supply and return air ducts; installation of new or relocation of existing heating and/or cooling units; and similar, related HVAC work. Work to include balancing of HVAC systems, including heat loss/ heat gain calculations needed to provide the CFM deliveries for the areas served by the HVAC system. Furnishing of submittal data for any/all new equipment.
- Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.
- Contractor shall respond to service requests within 48 hours Monday-Friday (8:00 a.m. to 5:00 p.m.).

Authorization for Work

- All labor and replacement parts delivered under this agreement will be authorized in writing by a work order signed by the BDD Maintenance Superintendent.

Each Work Order will set forth:

- (i) The Work to be performed by the Contractor
- (ii) The period of performance
- (iii) The hourly rate and service time
- (iv) Fixed Price for materials and equipment
- (v) Other data as necessary

Exhibit B

Compensation

Compensation under this Agreement for labor, materials and equipment shall not to exceed Sixty Thousand Dollars (\$60,000.00 plus applicable NM Gross Receipts Tax) to be billed as follows:


| Service Labor Rates | | |
|----------------------------|-------------|-------------|
| Service Labor Class | Rate | Unit |
| Field Service Technician | \$81.00 | Per Hour |
| Journeyman | \$90.00 | Per Hour |
| Laborer | \$95.00 | Per Hour |
| Emergency Call/Weekends* | \$121.00 | Per Hour |

| Pricing Basis |
|-----------------------|
| List Price Minus 15 % |

Memorandum



Buckman Direct Diversion

Date: June 6, 2019
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager 
Subject: Sub Surface Contracting, Inc. Amendment No. 2

ITEM AND ISSUE:

Request for approval of Amendment No. 2 to the Professional Service Agreement Item 17-1178 with Sub Surface Contracting, Inc. for on-call maintenance and repair services for FY19/20 in the amount of \$40,000 exclusive of NMGR.T.

BACKGROUND AND SUMMARY:

The Buckman Direct Diversion requires services from a licensed firm to provide on-call repair, replacement, installation, abandonment and demolition services for transmission and distribution piping, apparatuses, roadwork, grounds and water storage repair as it relates to the BDD water supply infrastructure. This service will be utilized to supplement the current resources in the repair and maintenance of BDD facilities.

This request will extend the award for services to June 30, 2020, which is year 3 within the allowed extension period. This amendment will also increase compensation for the amended term in the amount of \$40,000 exclusive of NMGR.T. This agreement utilizes the City of Santa Fe awarded RFB '17/32/B for City-Wide Water Construction and Repair.

ACTION REQUESTED:

Staff recommends approval of Amendment No. 2 to the professional services agreement with Sub Surface Contracting, Inc. in the amount of \$40,000, exclusive of NMGR.T. Funding is available in the approved FY19/20 operating budget.

BU/LI: Repair & Replacement of System Equip. #7280000.520150.930120

Approved by BDDDB June 6, 2019

Commissioner Anna T. Hamilton, BDDDB Chair



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH SUB SURFACE CONTRACTING, INC.
#17-1178**

THIS AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated September 7, 2017 (the "Agreement") and subsequently amended, is made between the Buckman Direct Diversion Board ("BDDDB") and Sub Surface Contracting, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

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

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

1. COMPENSATION.

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

A. Compensation under this Agreement shall be in an amount not to exceed One Hundred Forty-Three Thousand dollars (\$143,000.00), plus applicable gross receipts tax.

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 BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services

performed and in accordance with the attached Exhibit A, City of Santa Fe issued City-Wide Construction and Repair Bid '17/36/B Fixed Unit Price Schedule.

2. TERM AND EFFECTIVE DATE.

Article 5, of the Agreement is amended to extend the term to 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. 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: _____
Anna T. Hamilton, BDDDB Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM



Nancy R. Long, BDDDB Counsel

APPROVED

Mary T. McCoy, City Finance Director

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:
Sub Surface Contracting, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



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

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

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Sub Surface Contracting, Inc.

3 Complete information requested ☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$60,000.00

Termination Date: June 30, 2018

☒ Approved by BDDB Date: September 7, 2017

☐ or by Project Manager Date: _____

Contract is for: On-call repair and replacement of various water supply infrastructure for BDD Water Treatment Plant

Amendment # 2 to the Original Contract# 17-1178

Increase/(Decrease) Amount \$ 40,000

Extend Termination Date to: June 30, 2020

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: Increase compensation and extend term for new fiscal year.

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

☐ Inclusive of GRT

Amount \$ 60,000.00 of original Contract# 17-1178 Termination Date: 06/30/2018

Reason: On-call repair and replacement of various water supply infrastructure

Amount \$ 43,000.00 amendment # 1 Termination Date: 06/30/2019

Reason: Increase compensation and extend term for new fiscal year.

Amount \$ 40,000.00 amendment # 2 Termination Date: 06/30/2020

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 143,000



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

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

RFP# _____ Date: July 26, 2017

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other City of Santa Fe Bid '17/32/B - City Wide Water

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

7 Funding Source: BDD Operating **BU/Line Item:** 7280000.520150.930120

Budget Officer Approval

Shirley Rodriguez Digitally signed by Shirley Rodriguez
Date: 2019.05.23 12:35:40 -06'00'

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



SUBSURF-01

SMONCAYO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2018

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 License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East, Suite 100 Santa Fe, NM 87505 | | CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com | | |
| INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507 | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURER A: ACUIITY, A Mutual Insurance Company | | 14184 |
| | | INSURER B: Builders Trust of New Mexico | | |
| | | 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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | Z75944 | 07/01/2018 | 07/01/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | Z75944 | 07/01/2018 | 07/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | Z75944 | 07/01/2018 | 07/01/2019 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 692 | 01/01/2018 | 01/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> Leased/Rented Eqpt | | | Z75944 | 07/01/2018 | 07/01/2019 | Ded: \$500 / Limit: 200,000 |

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

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
Public Utilities Department
Attn: Maya Martinez
801 West San Mateo
Santa Fe, NM 87505

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

ITEM # 18-0961

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH SUB SURFACE CONTRACTING, INC.
#17-1178**

THIS AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated September 7, 2017 (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Sub Surface Contracting, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

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

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the 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-Three Thousand Dollars (\$43,000.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. Compensation under this agreement shall be in an amount not to exceed One Hundred Three Thousand Dollars (\$103,000.00), plus applicable gross receipts tax.

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 BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services

actually performed and in accordance with the attached Exhibit A, City of Santa Fe issued City-Wide Water Construction and Repair Bid '17/32/B Fixed Unit Price Schedule.

2. TERM AND EFFECTIVE DATE.

Article 5, of the Agreement is amended to extend the term to 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]***

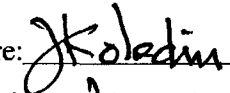
BUCKMAN DIRECT DIVERSION BOARD

By: 
Peter Ives, BDDDB Chairman

Date: 7-5-18

CONTRACTOR:

Sub Surface Contracting, Inc.

Signature: 

Printed Name: James Koletis

Title: Senior V.P.

Date: 7/26/18

APPROVED AS TO FORM

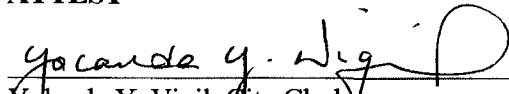


Nancy R. Long, BDDDB Counsel

APPROVED


City Finance Director 

7280000.520150.930120

ATTEST


Yolanda Y. Vigil, City Clerk 

File Date: 8-23-18

Exhibit A

CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR CONTRACT, BID 17/32/B EXHIBIT I - FIXED UNIT PRICE SCHEDULE

| BID ITEM | DESCRIPTION | UNIT | EST QNTY. | CURRENT RFB 13/37/B | | Sub Surface Contracting, Inc. Santa Fe, NM | |
|--------------|---|------|--------------|---------------------|--------------|---|--------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| CONSTRUCTION | | | | | | | |
| 10 | 4" PVC Water Main, c/p, <100' | LF | 30 | \$18.00 | \$ 900.00 | \$18.00 | \$ 900.00 |
| 15 | 4" PVC Water Main, c/p, >100' | LF | 200 | \$13.00 | \$ 2,600.00 | \$13.50 | \$ 2,700.00 |
| 20 | 6" PVC Water Main, c/p, <100' | LF | 30 | \$20.00 | \$ 1,000.00 | \$21.00 | \$ 1,150.00 |
| 25 | 6" PVC Water Main, c/p, >100' | LF | 750 | \$14.50 | \$ 10,875.00 | \$16.50 | \$ 12,375.00 |
| 30 | 8" PVC Water Main, c/p, <100' | LF | 100 | \$21.00 | \$ 2,100.00 | \$23.00 | \$ 2,300.00 |
| 35 | 8" PVC Water Main, c/p, >100' | LF | 750 | \$18.00 | \$ 13,500.00 | \$21.00 | \$ 15,750.00 |
| 40 | 10" PVC Water Main, c/p, <100' | LF | 50 | \$22.00 | \$ 1,100.00 | \$25.00 | \$ 1,250.00 |
| 45 | 10" PVC Water Main, c/p, >100' | LF | 250 | \$22.00 | \$ 5,500.00 | \$24.00 | \$ 6,000.00 |
| 50 | 12" PVC Water Main, c/p, <100' | LF | 30 | \$31.00 | \$ 1,350.00 | \$33.00 | \$ 1,650.00 |
| 55 | 12" PVC Water Main, c/p, >100' | LF | 250 | \$28.00 | \$ 7,000.00 | \$30.50 | \$ 7,625.00 |
| 60 | 14" PVC Water Main, c/p | LF | 100 | \$32.00 | \$ 3,200.00 | \$34.00 | \$ 3,400.00 |
| 63 | 16" PVC Water Main, c/p | LF | 100 | \$40.00 | \$ 4,000.00 | \$48.00 | \$ 4,800.00 |
| 70 | 24" PVC Water Main, c/p | LF | 50 | \$ - | \$ - | \$99.00 | \$ 4,950.00 |
| 75 | 4" DI Water Main, c/p, <100' | LF | 30 | \$24.00 | \$ 1,200.00 | \$27.00 | \$ 1,830.00 |
| 80 | 4" DI Water Main, c/p, >100' | LF | 200 | \$23.00 | \$ 4,600.00 | \$31.50 | \$ 6,300.00 |
| 85 | 6" DI Water Main, c/p, <100' | LF | 30 | \$23.00 | \$ 1,150.00 | \$32.00 | \$ 1,600.00 |
| 90 | 6" DI Water Main, c/p, >100' | LF | 750 | \$24.00 | \$ 18,000.00 | \$25.00 | \$ 18,750.00 |
| 95 | 8" DI Water Main, c/p, <100' | LF | 100 | \$29.00 | \$ 2,900.00 | \$38.00 | \$ 3,800.00 |
| 100 | 8" DI Water Main, c/p, >100' | LF | 750 | \$27.00 | \$ 20,250.00 | \$29.00 | \$ 21,750.00 |
| 105 | 10" DI Water Main, c/p, <100' | LF | 50 | \$34.00 | \$ 1,700.00 | \$41.00 | \$ 2,050.00 |
| 110 | 10" DI Water Main, c/p, >100' | LF | 250 | \$32.00 | \$ 8,000.00 | \$36.00 | \$ 9,000.00 |
| 115 | 12" DI Water Main, c/p, <100' | LF | 30 | \$41.00 | \$ 1,230.00 | \$46.00 | \$ 1,380.00 |
| 120 | 12" DI Water Main, c/p, >100' | LF | 250 | \$39.00 | \$ 9,750.00 | \$42.00 | \$ 10,500.00 |
| 125 | 14" DI Water Main, c/p | LF | 100 | \$49.00 | \$ 4,900.00 | \$50.00 | \$ 5,000.00 |
| 130 | 16" DI Water Main, c/p | LF | 100 | \$37.00 | \$ 3,700.00 | \$68.00 | \$ 6,800.00 |
| 135 | 24" DI Water Main, c/p | LF | 30 | \$ - | \$ - | \$115.00 | \$ 3,450.00 |
| 140 | Burin Pay for Trench Depth, 6'-8' | LF | 100 | \$7.00 | \$ 700.00 | \$6.00 | \$ 600.00 |
| 145 | Burin Pay for Trench Depth, 9'-10' | LF | 30 | \$8.00 | \$ 240.00 | \$8.00 | \$ 240.00 |
| 150 | Burin Pay for Trench Depth, 10'-14' | LF | 25 | \$17.00 | \$ 425.00 | \$13.00 | \$ 325.00 |
| 155 | Rock Excavation | CY | 20 | \$65.00 | \$ 1,300.00 | \$65.00 | \$ 1,300.00 |
| 160 | Reinforced Excavation (as SDGW Approved) | CY | 20 | \$23.00 | \$ 460.00 | \$23.00 | \$ 460.00 |
| 165 | Imported Backfill (as SDGW Approved) | CY | 200 | \$18.00 | \$ 3,600.00 | \$15.00 | \$ 3,000.00 |
| 170 | Piping Installation | LB | 2000 | \$2.00 | \$ 4,000.00 | \$2.00 | \$ 4,000.00 |
| 175 | Pitting Insertion | LB | 500 | \$3.00 | \$ 1,500.00 | \$2.00 | \$ 1,000.00 |
| 180 | 4" Retainer Ring/ Bolt on Flange | EA | 50 | \$35.00 | \$ 1,750.00 | \$34.00 | \$ 1,700.00 |
| 185 | 6" Retainer Ring/ Bolt on Flange | EA | 100 | \$38.00 | \$ 3,800.00 | \$40.00 | \$ 4,000.00 |
| 190 | 8" Retainer Ring/ Bolt on Flange | EA | 100 | \$32.00 | \$ 3,200.00 | \$55.00 | \$ 5,500.00 |
| 195 | 10" Retainer Ring/ Bolt on Flange | EA | 25 | \$95.00 | \$ 2,375.00 | \$96.50 | \$ 2,412.50 |
| 200 | 12" Retainer Ring/ Bolt on Flange | EA | 25 | \$110.00 | \$ 2,750.00 | \$105.00 | \$ 2,625.00 |
| 205 | 14" Retainer Ring/ Bolt on Flange | EA | 5 | \$180.00 | \$ 900.00 | \$175.00 | \$ 875.00 |
| 210 | 16" Retainer Ring/ Bolt on Flange | EA | 5 | \$175.00 | \$ 875.00 | \$167.00 | \$ 835.00 |
| 215 | 4" Joint Harness | EA | 2 | \$45.00 | \$ 90.00 | \$45.00 | \$ 90.00 |
| 220 | 6" Joint Harness | EA | 4 | \$60.00 | \$ 240.00 | \$63.00 | \$ 252.00 |
| 225 | 8" Joint Harness | EA | 4 | \$80.00 | \$ 320.00 | \$95.00 | \$ 380.00 |
| 230 | 10" Joint Harness | EA | 2 | \$152.00 | \$ 304.00 | \$105.00 | \$ 210.00 |
| 235 | 12" Joint Harness | EA | 2 | \$163.00 | \$ 326.00 | \$175.00 | \$ 350.00 |
| 240 | 14" Joint Harness | EA | 1 | \$310.00 | \$ 310.00 | \$340.00 | \$ 340.00 |
| 245 | 16" Joint Harness | EA | 1 | \$330.00 | \$ 330.00 | \$400.00 | \$ 400.00 |
| 250 | Concrete Thrust Blocking (as SDGW Approved) | CY | 10 | \$95.00 | \$ 950.00 | \$95.00 | \$ 950.00 |
| 255 | Tapping Sleeve w/ Top, 4" X 4" | EA | 2 | \$1,000.00 | \$ 2,000.00 | \$1,250.00 | \$ 2,500.00 |
| 260 | Tapping Sleeve w/ Top, 6" X 4" - 6" | EA | 4 | \$1,225.00 | \$ 4,900.00 | \$1,325.00 | \$ 5,300.00 |
| 265 | Tapping Sleeve w/ Top, 8" X 4" - 8" | EA | 4 | \$1,400.00 | \$ 5,600.00 | \$1,475.00 | \$ 5,900.00 |
| 270 | Tapping Sleeve w/ Top, 10" X 4" - 10" | EA | 2 | \$1,650.00 | \$ 3,300.00 | \$2,400.00 | \$ 4,800.00 |
| 275 | Tapping Sleeve w/ Top, 12" X 4" - 12" | EA | 2 | \$1,725.00 | \$ 3,450.00 | \$2,475.00 | \$ 4,950.00 |
| 280 | Non-Pressurized Connections, 2" line | EA | 1 | \$375.00 | \$ 375.00 | \$375.00 | \$ 375.00 |
| 285 | Non-Pressurized Connections, 4"-10" line | EA | 1 | \$650.00 | \$ 650.00 | \$650.00 | \$ 650.00 |
| 290 | Non-Pressurized Connections, 12"-16" line | EA | 1 | \$725.00 | \$ 725.00 | \$725.00 | \$ 725.00 |

CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR CONTRACT, BID 17/32/B

EXHIBIT I - FIXED UNIT PRICE SCHEDULE

| BID ITEM | DESCRIPTION | UNIT | EST QNTY. | CURRENT | | MVB 13/37/B | | Sub Surface Contracting, Inc. Santa Fe, NM | |
|-------------|---|-----------|--------------|---------------|--------------|---------------|--------------|---|--------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 295 | 2" CL125 Gate Valves, c/p. | EA | 1 | \$400.00 | \$ 400.00 | \$420.00 | \$ 420.00 | \$ 420.00 | \$ 420.00 |
| 300 | 4" CL125 Gate Valves, c/p. | EA | 3 | \$575.00 | \$ 1,725.00 | \$625.00 | \$ 1,875.00 | \$ 1,875.00 | \$ 1,875.00 |
| 305 | 6" CL125 Gate Valves, c/p. | EA | 5 | \$750.00 | \$ 3,750.00 | \$750.00 | \$ 3,750.00 | \$ 3,750.00 | \$ 3,750.00 |
| 310 | 8" CL125 Gate Valves, c/p. | EA | 5 | \$1,000.00 | \$ 5,000.00 | \$1,075.00 | \$ 5,375.00 | \$ 5,375.00 | \$ 5,375.00 |
| 315 | 10" CL125 Gate Valves, c/p. | EA | 1 | \$1,430.00 | \$ 1,430.00 | \$1,550.00 | \$ 1,550.00 | \$ 1,550.00 | \$ 1,550.00 |
| 320 | 12" CL125 Gate Valves, c/p. | EA | 1 | \$1,800.00 | \$ 1,800.00 | \$1,975.00 | \$ 1,975.00 | \$ 1,975.00 | \$ 1,975.00 |
| 325 | 2" CL250 Gate Valves, c/p. | EA | 1 | \$400.00 | \$ 400.00 | \$400.00 | \$ 400.00 | \$ 400.00 | \$ 400.00 |
| 330 | 4" CL250 Gate Valves, c/p. | EA | 3 | \$1,430.00 | \$ 4,290.00 | \$750.00 | \$ 2,250.00 | \$ 2,250.00 | \$ 2,250.00 |
| 335 | 6" CL250 Gate Valves, c/p. | EA | 5 | \$2,025.00 | \$ 10,125.00 | \$830.00 | \$ 4,290.00 | \$ 4,290.00 | \$ 4,290.00 |
| 340 | 8" CL250 Gate Valves, c/p. | EA | 2 | \$2,100.00 | \$ 4,200.00 | \$1,900.00 | \$ 3,800.00 | \$ 3,800.00 | \$ 3,800.00 |
| 345 | 10" CL250 Gate Valves, c/p. | EA | 1 | \$1,430.00 | \$ 1,430.00 | \$1,650.00 | \$ 1,650.00 | \$ 1,650.00 | \$ 1,650.00 |
| 350 | 12" CL250 Gate Valves, c/p. | EA | 1 | \$1,800.00 | \$ 1,800.00 | \$2,100.00 | \$ 2,100.00 | \$ 2,100.00 | \$ 2,100.00 |
| 355 | 16" CL250 Gate Valves, c/p. | EA | 1 | | \$ - | \$3,350.00 | \$ 3,350.00 | \$ 3,350.00 | \$ 3,350.00 |
| 360 | 24" CL250 Gate Valves, c/p. | EA | 1 | | \$ - | \$6,250.00 | \$ 6,250.00 | \$ 6,250.00 | \$ 6,250.00 |
| 365 | Fire Hydrant, 5' or less bary, c/p. | EA | 5 | \$2,310.00 | \$ 11,750.00 | \$2,650.00 | \$ 13,250.00 | \$ 13,250.00 | \$ 13,250.00 |
| 370 | Fire Hydrant Extension, 6" or 12" length | EA | 2 | \$925.00 | \$ 1,850.00 | \$835.00 | \$ 1,670.00 | \$ 1,670.00 | \$ 1,670.00 |
| 375 | Fire Hydrant Extension, 18" or 24" length | EA | 1 | \$950.00 | \$ 950.00 | \$950.00 | \$ 950.00 | \$ 950.00 | \$ 950.00 |
| 380 | Fire Hydrant Remove & Relay | EA | 1 | \$1,250.00 | \$ 1,250.00 | \$1,250.00 | \$ 1,250.00 | \$ 1,250.00 | \$ 1,250.00 |
| 385 | Fire Hydrant Remove & Return | EA | 1 | \$875.00 | \$ 875.00 | \$875.00 | \$ 875.00 | \$ 875.00 | \$ 875.00 |
| 390 | 2 1/4" Flush Hydrant | EA | 2 | \$1,150.00 | \$ 2,300.00 | \$1,400.00 | \$ 2,800.00 | \$ 2,800.00 | \$ 2,800.00 |
| 395 | 2" Blow-Off Valve Installation | EA | 1 | | \$ - | \$975.00 | \$ 975.00 | \$ 975.00 | \$ 975.00 |
| 400 | Air & Vacuum Release Valve, 1" | EA | 1 | \$2,250.00 | \$ 2,250.00 | \$2,250.00 | \$ 2,250.00 | \$ 2,250.00 | \$ 2,250.00 |
| 405 | Air & Vacuum Release Valve, 2" | EA | 1 | \$3,100.00 | \$ 3,100.00 | \$3,100.00 | \$ 3,100.00 | \$ 3,100.00 | \$ 3,100.00 |
| 410 | Install Owner Furnished Valve/Meter, 2" - 4" | EA | 1 | \$350.00 | \$ 350.00 | \$350.00 | \$ 350.00 | \$ 350.00 | \$ 350.00 |
| 415 | Install Owner Furnished Valve/Meter, 6" - 8" | EA | 1 | \$450.00 | \$ 450.00 | \$450.00 | \$ 450.00 | \$ 450.00 | \$ 450.00 |
| 420 | Install Owner Furnished Valve/Meter, 10"-12" | EA | 1 | \$475.00 | \$ 475.00 | \$475.00 | \$ 475.00 | \$ 475.00 | \$ 475.00 |
| 425 | Metered 2" Bypass - Vault Installation | EA | 1 | \$2,750.00 | \$ 2,750.00 | \$2,750.00 | \$ 2,750.00 | \$ 2,750.00 | \$ 2,750.00 |
| 430 | Valve Box, c/p. | EA | 27 | \$220.00 | \$ 5,940.00 | \$220.00 | \$ 5,940.00 | \$ 5,940.00 | \$ 5,940.00 |
| 435 | Valve Box Replacement | EA | 5 | \$390.00 | \$ 1,950.00 | \$390.00 | \$ 1,950.00 | \$ 1,950.00 | \$ 1,950.00 |
| 440 | Valve Box Removal of Existing | EA | 3 | \$30.00 | \$ 90.00 | \$75.00 | \$ 225.00 | \$ 225.00 | \$ 225.00 |
| 445 | Valve Box Adjustment | EA | 7 | \$225.00 | \$ 1,575.00 | \$225.00 | \$ 1,575.00 | \$ 1,575.00 | \$ 1,575.00 |
| 450 | Valve Stem Extension, 0'-4" Depth | EA | 5 | \$95.00 | \$ 475.00 | \$125.00 | \$ 625.00 | \$ 625.00 | \$ 625.00 |
| 455 | Precast 4' Diameter Pit w/ Lid Min. 4' Depth | VF | 4 | \$700.00 | \$ 2,800.00 | \$700.00 | \$ 2,800.00 | \$ 2,800.00 | \$ 2,800.00 |
| 460 | Precast 6' Diameter Pit w/ Lid Min. 4' Depth | VF | 4 | \$800.00 | \$ 3,200.00 | \$800.00 | \$ 3,200.00 | \$ 3,200.00 | \$ 3,200.00 |
| 465 | Precast 8' Diameter Pit w/ Lid Min. 4' Depth | VF | 4 | \$960.00 | \$ 3,840.00 | \$960.00 | \$ 3,840.00 | \$ 3,840.00 | \$ 3,840.00 |
| 470 | Cast-In-Place RCP Vault w/ Lid | CY | 7 | \$650.00 | \$ 4,550.00 | \$650.00 | \$ 4,550.00 | \$ 4,550.00 | \$ 4,550.00 |
| 475 | Prefabricated Vault, 4' X 8' | EA | 2 | \$3,513.00 | \$ 7,026.00 | \$6,900.00 | \$ 13,800.00 | \$ 13,800.00 | \$ 13,800.00 |
| 480 | Native Seeding | AC | 2 | \$2,150.00 | \$ 4,300.00 | \$2,150.00 | \$ 4,300.00 | \$ 4,300.00 | \$ 4,300.00 |
| 485 | Bollards (pair) | EA | 1 | \$625.00 | \$ 625.00 | \$575.00 | \$ 575.00 | \$ 575.00 | \$ 575.00 |
| 490 | 4" Steel Casing | LF | 25 | \$23.00 | \$ 575.00 | \$58.00 | \$ 1,450.00 | \$ 1,450.00 | \$ 1,450.00 |
| 495 | 4" PVC Casing | LF | 25 | \$15.00 | \$ 375.00 | \$52.00 | \$ 1,300.00 | \$ 1,300.00 | \$ 1,300.00 |
| 500 | 14" Steel Casing | LF | 25 | \$10.00 | \$ 250.00 | \$103.00 | \$ 2,575.00 | \$ 2,575.00 | \$ 2,575.00 |
| 505 | 16" Steel Casing | LF | 25 | \$10.00 | \$ 250.00 | \$112.00 | \$ 2,800.00 | \$ 2,800.00 | \$ 2,800.00 |
| 510 | 18" Steel Casing | LF | 25 | \$10.00 | \$ 250.00 | \$133.00 | \$ 3,325.00 | \$ 3,325.00 | \$ 3,325.00 |
| 515 | 22" Steel Casing | LF | 25 | \$10.00 | \$ 250.00 | \$162.00 | \$ 4,050.00 | \$ 4,050.00 | \$ 4,050.00 |
| 520 | 26" Steel Casing | LF | 10 | \$10.00 | \$ 100.00 | \$244.00 | \$ 2,440.00 | \$ 2,440.00 | \$ 2,440.00 |
| 525 | 28" Steel Casing | LF | 10 | \$10.00 | \$ 100.00 | \$176.00 | \$ 1,760.00 | \$ 1,760.00 | \$ 1,760.00 |
| 530 | 30" Steel Casing | LF | 10 | \$10.00 | \$ 100.00 | \$229.00 | \$ 2,290.00 | \$ 2,290.00 | \$ 2,290.00 |
| 535 | 36" Steel Casing | LF | 10 | \$10.00 | \$ 100.00 | \$292.00 | \$ 2,920.00 | \$ 2,920.00 | \$ 2,920.00 |
| 540 | Box & Jack Casing Pipe | DIA-IN-LF | 150 | \$9.50 | \$ 1,425.00 | \$23.00 | \$ 3,450.00 | \$ 3,450.00 | \$ 3,450.00 |
| 545 | Open Cut Casing Pipe Installation, < 6' Deep | LF | 150 | \$15.00 | \$ 2,250.00 | \$15.00 | \$ 2,250.00 | \$ 2,250.00 | \$ 2,250.00 |
| 550 | Asphalt Pavement Removal & Disposal, < 3" | SY | 200 | \$15.00 | \$ 3,000.00 | \$15.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 |
| 555 | Asphalt Pavement Removal & Disposal, 3"-6" | SY | 200 | \$38.00 | \$ 7,600.00 | \$38.00 | \$ 7,600.00 | \$ 7,600.00 | \$ 7,600.00 |
| 560 | Concrete Pavement Removal & Disposal, < 3" | SY | 10 | \$31.00 | \$ 310.00 | \$31.00 | \$ 310.00 | \$ 310.00 | \$ 310.00 |
| 565 | Concrete Pavement Removal & Disposal, 3"-6" | SY | 10 | \$51.00 | \$ 510.00 | \$51.00 | \$ 510.00 | \$ 510.00 | \$ 510.00 |
| 570 | Concrete Curb and Gutter Removal & Disposal | LF | 25 | \$21.00 | \$ 525.00 | \$21.00 | \$ 525.00 | \$ 525.00 | \$ 525.00 |
| 575 | Concrete Sidewalk Removal & Disposal | SY | 10 | \$32.00 | \$ 320.00 | \$32.00 | \$ 320.00 | \$ 320.00 | \$ 320.00 |
| 580 | Replace City Street Pavement w/ Laydown Machine, Virgin Asphalt | SY | 100 | \$55.00 | \$ 5,500.00 | \$55.00 | \$ 5,500.00 | \$ 5,500.00 | \$ 5,500.00 |

Sub Surface Contracting, Inc.

Buckman Direct Diversion - Professional Services Agreement - 2017/2018

CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR CONTRACT, BID 17/32/B
EXHIBIT I - FIXED UNIT PRICE SCHEDULE

| BID ITEM | DESCRIPTION | UNIT | EST QNTY. | CURRENT RFB 13/37/B | | Sub Surface Contracting, Inc. Santa Fe, NM | |
|-------------|---|------|--------------|---------------------|-------------|---|-------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 585 | Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt | SY | 50 | \$35.00 | \$ 2,750.00 | \$35.00 | \$ 2,750.00 |
| 590 | Replace City Street Pavement with Laydown Machine, Virgin Asphalt | SY | 40 | \$60.00 | \$ 2,400.00 | \$60.00 | \$ 2,400.00 |
| 595 | Replace City Street Pavement with Laydown Machine, Recycled Asphalt | SY | 10 | \$60.00 | \$ 600.00 | \$60.00 | \$ 600.00 |
| 600 | Replace City Street Pavement with Temporary Cold Mix | SY | 5 | \$45.00 | \$ 225.00 | \$45.00 | \$ 225.00 |
| 605 | Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt | SY | 100 | \$34.00 | \$ 3,400.00 | \$34.00 | \$ 3,400.00 |
| 610 | Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt | SY | 50 | \$34.00 | \$ 1,700.00 | \$34.00 | \$ 1,700.00 |
| 615 | Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt | SY | 40 | \$60.00 | \$ 2,400.00 | \$60.00 | \$ 2,400.00 |
| 620 | Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt | SY | 10 | \$60.00 | \$ 600.00 | \$60.00 | \$ 600.00 |
| 625 | Replace Non-City Street Pavement with Temporary Cold Mix | SY | 5 | \$45.00 | \$ 225.00 | \$45.00 | \$ 225.00 |
| 630 | Replace Concrete Pavement | SY | 10 | \$60.00 | \$ 600.00 | \$60.00 | \$ 600.00 |
| 635 | Replace Concrete Curb & Gutter | LF | 25 | \$28.00 | \$ 700.00 | \$28.00 | \$ 700.00 |
| 640 | Replace Concrete Sidewalk | SY | 10 | \$42.00 | \$ 420.00 | \$42.00 | \$ 420.00 |
| 645 | Replace Gravel Surface, 0'-2" | CY | 5 | \$35.00 | \$ 175.00 | \$35.00 | \$ 175.00 |
| 650 | Replace Gravel Surface, 2'-4" | CY | 5 | \$65.00 | \$ 325.00 | \$65.00 | \$ 325.00 |
| 655 | Base course/Gravel (crushed or landscape), 0'-3" | SY | 50 | \$18.00 | \$ 900.00 | \$18.00 | \$ 900.00 |
| 660 | Base course/Gravel (crushed or landscape), 3'-6" | SY | 10 | \$21.00 | \$ 210.00 | \$21.00 | \$ 210.00 |
| 665 | Service, 3/4" Single, New Main | EA | 4 | \$875.00 | \$ 3,500.00 | \$875.00 | \$ 3,500.00 |
| 670 | Service, 3/4" Double, New Main | EA | 2 | \$1,050.00 | \$ 2,100.00 | \$1,050.00 | \$ 2,100.00 |
| 675 | Service, 1", New Main | EA | 2 | \$1,150.00 | \$ 2,300.00 | \$1,150.00 | \$ 2,300.00 |
| 680 | Service, 1 1/2", New Main | EA | 1 | \$2,400.00 | \$ 2,400.00 | \$2,400.00 | \$ 2,400.00 |
| 685 | Service, 2", New Main | EA | 1 | \$2,550.00 | \$ 2,550.00 | \$2,550.00 | \$ 2,550.00 |
| 690 | Service, 3/4" Single, Existing Main | EA | 6 | \$850.00 | \$ 5,100.00 | \$850.00 | \$ 5,100.00 |
| 695 | Service, 3/4" Double, Existing Main | EA | 3 | \$1,150.00 | \$ 3,450.00 | \$1,150.00 | \$ 3,450.00 |
| 700 | Service, 1", Existing Main | EA | 1 | \$1,250.00 | \$ 1,250.00 | \$1,250.00 | \$ 1,250.00 |
| 705 | Service, 1 1/2", Existing Main | EA | 1 | \$2,550.00 | \$ 2,550.00 | \$2,550.00 | \$ 2,550.00 |
| 710 | Service, 2", Existing Main | EA | 1 | \$2,650.00 | \$ 2,650.00 | \$2,650.00 | \$ 2,650.00 |
| 715 | Service Replacement, 3/4" | EA | 8 | \$880.00 | \$ 7,040.00 | \$880.00 | \$ 7,040.00 |
| 720 | Service Replacement, Double, 3/4" | EA | 1 | | \$ 1,375.00 | \$1,375.00 | \$ 1,375.00 |
| 725 | Service Replacement, 1" | EA | 3 | \$950.00 | \$ 2,850.00 | \$950.00 | \$ 2,850.00 |
| 730 | Service Replacement, 1 1/2" | EA | 1 | \$2,400.00 | \$ 2,400.00 | \$2,400.00 | \$ 2,400.00 |
| 735 | Service Replacement, 2" | EA | 1 | \$2,560.00 | \$ 2,560.00 | \$2,560.00 | \$ 2,560.00 |
| 740 | Motor Box Relocation/Replacement, 3/4" | EA | 1 | \$750.00 | \$ 750.00 | \$750.00 | \$ 750.00 |
| 745 | Motor Box Relocation/Replacement, 1" | EA | 1 | \$1,250.00 | \$ 1,250.00 | \$950.00 | \$ 950.00 |
| 750 | Motor Box Relocation/Replacement, 1 1/2" | EA | 1 | \$2,550.00 | \$ 2,550.00 | \$1,750.00 | \$ 1,750.00 |
| 755 | Motor Box Relocation/Replacement, 2" | EA | 1 | \$2,650.00 | \$ 2,650.00 | \$1,775.00 | \$ 1,775.00 |
| 760 | Service Transfer, 3/4" | EA | 3 | \$160.00 | \$ 480.00 | \$160.00 | \$ 480.00 |
| 765 | Service Transfer, 1" | EA | 3 | \$200.00 | \$ 600.00 | \$200.00 | \$ 600.00 |
| 770 | Service Transfer, 1 1/2" | EA | 1 | \$240.00 | \$ 240.00 | \$240.00 | \$ 240.00 |
| 775 | Service Transfer at Main, 2" | EA | 1 | \$310.00 | \$ 310.00 | \$275.00 | \$ 275.00 |
| 780 | Retire Existing Service at Main, 3/4" - 2" | EA | 1 | \$350.00 | \$ 350.00 | \$225.00 | \$ 225.00 |
| 785 | Retire Existing Motor Box & Setting | EA | 1 | \$400.00 | \$ 400.00 | \$200.00 | \$ 200.00 |
| 790 | Adjust Motor Box To Grade | EA | 1 | \$250.00 | \$ 250.00 | \$250.00 | \$ 250.00 |
| 795 | Service Saddle, 3/4" Tap, 4"-12" Main | EA | 20 | \$450.00 | \$ 9,000.00 | \$185.00 | \$ 3,700.00 |
| 800 | Service Saddle, 1" Tap, 4"-12" Main | EA | 12 | \$520.00 | \$ 6,240.00 | \$185.00 | \$ 2,220.00 |
| 805 | Service Saddle, 1 1/2" Tap, 4"-12" Main | EA | 3 | \$425.00 | \$ 1,275.00 | \$250.00 | \$ 750.00 |
| 810 | Service Saddle, 2" Tap, 4"-12" Main | EA | 3 | \$475.00 | \$ 1,425.00 | \$300.00 | \$ 900.00 |
| 815 | Service Tubing, 3/4" | LF | 375 | \$13.00 | \$ 4,875.00 | \$13.50 | \$ 5,062.50 |
| 820 | Service Tubing, 1" | LF | 375 | \$14.50 | \$ 5,437.50 | \$14.50 | \$ 5,437.50 |
| 825 | Service Tubing, 1 1/2" | LF | 100 | \$17.50 | \$ 1,750.00 | \$17.50 | \$ 1,750.00 |
| 830 | Service Tubing, 2" | LF | 100 | \$22.00 | \$ 2,200.00 | \$21.00 | \$ 2,100.00 |
| 835 | Air and Vacuum Valve (Individual) | EA | 1 | \$1,500.00 | \$ 1,500.00 | \$1,730.00 | \$ 1,730.00 |

Sub Surface Contracting, Inc.

Buckman Direct Diversion - Professional Services Agreement - 2017/2018

CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR CONTRACT, BID 17/32/B
EXHIBIT I - FIXED UNIT PRICE SCHEDULE

| BID ITEM | DESCRIPTION | UNIT | EST QNTY. | CURRENT RFB 13/37/B | | Sub Surface Contracting, Inc. Santa Fe, NM | |
|-------------------------|--------------------------------------|----------------|--------------|---------------------|-------------|---|-------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 840 | Air and Vacuum Valves | GROUP OF 10 | 2 | \$1,400.00 | \$ 2,800.00 | \$1,690.00 | \$ 3,260.00 |
| 845 | Automatic Flushing Valve | EA | 1 | | \$ - | \$3,350.00 | \$ 3,350.00 |
| 850 | Materials Mark-Up Over Invoice | % | \$20,000 | \$0.10 | \$ 2,000.00 | 10.00% | \$ 2,000.00 |
| 855 | Traffic Control Mark-Up Over Invoice | % | \$7,500 | \$0.10 | \$ 750.00 | 10.00% | \$ 750.00 |
| 860 | Street-Cut Permits | Allowance | \$7,500 | \$1.00 | \$ 7,500.00 | 1 | \$ 7,500.00 |
| 865 | Project Signs | EA | 4 | \$325.00 | \$ 1,300.00 | \$150.00 | \$ 600.00 |
| EMERGENCY REPAIR | | | | | | | |
| 9100 | Backhoe | HR | 24 | \$43.00 | \$ 1,032.00 | \$43.00 | \$ 1,032.00 |
| 9200 | Compressor | HR | 16 | \$15.30 | \$ 248.00 | \$16.00 | \$ 256.00 |
| 9300 | Dump Truck | HR | 16 | \$55.00 | \$ 880.00 | \$55.00 | \$ 880.00 |
| 9400 | Pump | HR | 8 | \$13.00 | \$ 104.00 | \$13.00 | \$ 104.00 |
| 9500 | Laborer | HR | 96 | \$41.00 | \$ 3,936.00 | \$41.00 | \$ 3,936.00 |
| 9600 | Pipe Fitter | HR | 96 | \$43.00 | \$ 4,128.00 | \$43.00 | \$ 4,128.00 |
| 9700 | Equipment Operator | HR | 96 | \$58.00 | \$ 5,568.00 | \$58.00 | \$ 5,568.00 |
| 9800 | Foreman | HR | 48 | \$75.00 | \$ 3,600.00 | \$75.00 | \$ 3,600.00 |
| 9900 | Rental Items Mark-Up Over Invoice | % | \$1,000 | \$0.15 | \$ 150.00 | 15.00% | \$ 150.00 |
| 9950 | Materials Mark-Up Over Invoice | % | \$1,000 | \$0.15 | \$ 150.00 | 15.00% | \$ 150.00 |

Notes Bid Items 375 & 700 not in current FY16/17 City Wide contract.

**BUCKMAN DIRECT DIVERSION BDDDB
PROFESSIONAL SERVICES AGREEMENT
WITH
SUB SURFACE CONTRACTING, INC.**

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

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDDB as follows:

A. Contractor shall furnish all necessary supervision, labor, materials, equipment and necessary tools needed to provide on-call repair, replacement, installation, fabrication, modification, rehabilitation, abandonment and demolition services for transmission and distribution piping and apparatuses, roadwork, grounds repair, water storage repair and water supply infrastructure associated with the Buckman Direct Diversion's (BDD) Water Treatment Plant.

B. All repairs performed under this Agreement will be authorized in writing by a work order signed by the BDD Maintenance Superintendent or BDD Operations Superintendent.

C. The materials testing includes, but is not limited to items such as concrete strength, soil and compaction.

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 in an amount not to exceed sixty thousand dollars (\$60,000.00) plus applicable New Mexico gross receipts tax.

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 BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and in accordance with the attached Exhibit A, City of Santa Fe issued City-Wide Water Construction and Repair Bid '17/32/B Fixed Unit Price Schedule.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. Contractor shall not begin the Professional Services required under this Agreement until it has: (i) obtained, and upon the BDDDB's request provided to the BDDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDDB

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

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

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

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

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

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

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

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

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

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

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

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

G. **Specific Provisions Required.**

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

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

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

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

Contractor for the cost of the additional premium for any coverage requested by the 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 not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

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

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the BDDDB. In any action, suit or legal dispute arising from

this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and

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

22. NOTICES

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

BDDDB: Charles Vokes
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.
BDDDB Independent Counsel
Long, Komer & Associates, P.A.
2200 Brothers Road
P. O. Box 5098
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

CONTRACTOR: Sub Surface Contracting, Inc.
27A Paseo de River
Santa Fe, NM 87507
Email: _____

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

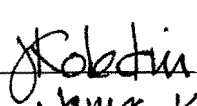
CONTRACTOR:

Sub Surface Contracting, Inc.

By: 

Commissioner Henry P. Roybal, BDD Chair

Date: _____

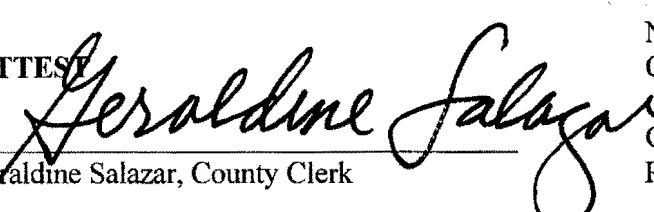
Signature: 

Printed Name: James Kolatin

Title: J-P

Date: 10/4/17

ATTEST


Geraldine Salazar, County Clerk

NM Taxation & Revenue

CRS # C2-104256-000


City of Santa Fe Business

Registration # 17-00046991

APPROVED AS TO FORM

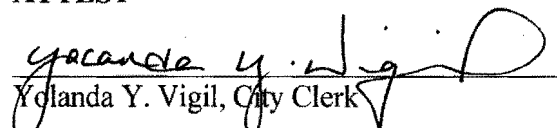

Nancy R. Long, BDDDB Counsel

APPROVED

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

7280000.520150.930020

ATTEST


Yolanda Y. Vigil, City Clerk

File Date: 10-25-17

Exhibit A

CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR CONTRACT, BID 17/32/B EXHIBIT I - FIXED UNIT PRICE SCHEDULE

| BID ITEM | DESCRIPTION | UNIT | EST QNTY. | CURRENT RFB 15/37/B | | Sub Surface Contracting, Inc. Santa Fe, NM | |
|--------------|---|------|--------------|---------------------|--------------|---|--------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| CONSTRUCTION | | | | | | | |
| 10 | 4" PVC Water Main, c/p, <100' | LF | 50 | \$18.00 | \$ 900.00 | \$18.00 | \$ 900.00 |
| 15 | 4" PVC Water Main, c/p, >100' | LF | 200 | \$13.00 | \$ 2,600.00 | \$13.50 | \$ 2,700.00 |
| 20 | 6" PVC Water Main, c/p, <100' | LF | 50 | \$20.00 | \$ 1,000.00 | \$23.00 | \$ 1,150.00 |
| 25 | 6" PVC Water Main, c/p, >100' | LF | 750 | \$14.50 | \$ 10,875.00 | \$16.50 | \$ 12,375.00 |
| 30 | 8" PVC Water Main, c/p, <100' | LF | 100 | \$21.00 | \$ 2,100.00 | \$23.00 | \$ 2,300.00 |
| 35 | 8" PVC Water Main, c/p, >100' | LF | 750 | \$18.00 | \$ 13,500.00 | \$21.00 | \$ 15,750.00 |
| 40 | 10" PVC Water Main, c/p, <100' | LF | 50 | \$23.00 | \$ 1,150.00 | \$25.00 | \$ 1,250.00 |
| 45 | 10" PVC Water Main, c/p, >100' | LF | 250 | \$22.00 | \$ 5,500.00 | \$24.00 | \$ 6,000.00 |
| 50 | 12" PVC Water Main, c/p, <100' | LF | 50 | \$31.00 | \$ 1,550.00 | \$33.00 | \$ 1,650.00 |
| 55 | 12" PVC Water Main, c/p, >100' | LF | 250 | \$28.00 | \$ 7,000.00 | \$30.50 | \$ 7,625.00 |
| 60 | 14" PVC Water Main, c/p | LF | 100 | \$32.00 | \$ 3,200.00 | \$34.00 | \$ 3,400.00 |
| 65 | 16" PVC Water Main, c/p | LF | 100 | \$40.00 | \$ 4,000.00 | \$48.00 | \$ 4,800.00 |
| 70 | 24" PVC Water Main, c/p | LF | 50 | \$ | \$ - | \$99.00 | \$ 4,950.00 |
| 75 | 4" DI Water Main, c/p, <100' | LF | 50 | \$24.00 | \$ 1,200.00 | \$37.00 | \$ 1,850.00 |
| 80 | 4" DI Water Main, c/p, >100' | LF | 200 | \$23.00 | \$ 4,600.00 | \$31.50 | \$ 6,300.00 |
| 85 | 6" DI Water Main, c/p, <100' | LF | 30 | \$23.00 | \$ 1,150.00 | \$32.00 | \$ 1,600.00 |
| 90 | 6" DI Water Main, c/p, >100' | LF | 750 | \$24.00 | \$ 18,000.00 | \$25.00 | \$ 18,750.00 |
| 95 | 8" DI Water Main, c/p, <100' | LF | 100 | \$29.00 | \$ 2,900.00 | \$38.00 | \$ 3,800.00 |
| 100 | 8" DI Water Main, c/p, >100' | LF | 750 | \$27.00 | \$ 20,250.00 | \$29.00 | \$ 21,750.00 |
| 105 | 10" DI Water Main, c/p, <100' | LF | 50 | \$34.00 | \$ 1,700.00 | \$41.00 | \$ 2,050.00 |
| 110 | 10" DI Water Main, c/p, >100' | LF | 250 | \$32.00 | \$ 8,000.00 | \$36.00 | \$ 9,000.00 |
| 115 | 12" DI Water Main, c/p, <100' | LF | 50 | \$41.00 | \$ 2,050.00 | \$46.00 | \$ 2,300.00 |
| 120 | 12" DI Water Main, c/p, >100' | LF | 250 | \$39.00 | \$ 9,750.00 | \$42.00 | \$ 10,500.00 |
| 125 | 14" DI Water Main, c/p | LF | 100 | \$49.00 | \$ 4,900.00 | \$50.00 | \$ 5,000.00 |
| 130 | 16" DI Water Main, c/p | LF | 100 | \$57.00 | \$ 5,700.00 | \$68.00 | \$ 6,800.00 |
| 135 | 24" DI Water Main, c/p | LF | 50 | \$ | \$ - | \$115.00 | \$ 5,750.00 |
| 140 | Extra Pay for Trench Depth, 6'-8' | LF | 100 | \$7.00 | \$ 700.00 | \$6.00 | \$ 600.00 |
| 145 | Extra Pay for Trench Depth, 8'-10' | LF | 50 | \$8.00 | \$ 400.00 | \$8.00 | \$ 400.00 |
| 150 | Extra Pay for Trench Depth, 10'-14' | LF | 25 | \$17.00 | \$ 425.00 | \$13.00 | \$ 325.00 |
| 155 | Rock Excavation | CY | 20 | \$65.00 | \$ 1,300.00 | \$65.00 | \$ 1,300.00 |
| 160 | Exploratory Excavation (as SDCW Approved) | CY | 20 | \$23.00 | \$ 460.00 | \$23.00 | \$ 460.00 |
| 165 | Imported Backfill (as SDCW Approved) | CY | 200 | \$18.00 | \$ 3,600.00 | \$15.00 | \$ 3,000.00 |
| 170 | Fitting Installation | LB | 2000 | \$2.00 | \$ 4,000.00 | \$2.00 | \$ 4,000.00 |
| 175 | Fitting Insertion | LB | 500 | \$3.00 | \$ 1,500.00 | \$2.00 | \$ 1,000.00 |
| 180 | 4" Retainer Ring/ Bolt on Flange | EA | 50 | \$35.00 | \$ 1,750.00 | \$34.00 | \$ 1,700.00 |
| 185 | 6" Retainer Ring/ Bolt on Flange | EA | 100 | \$38.00 | \$ 3,800.00 | \$40.00 | \$ 4,000.00 |
| 190 | 8" Retainer Ring/ Bolt on Flange | EA | 100 | \$52.00 | \$ 5,200.00 | \$55.00 | \$ 5,500.00 |
| 195 | 10" Retainer Ring/ Bolt on Flange | EA | 25 | \$95.00 | \$ 2,375.00 | \$96.50 | \$ 2,412.50 |
| 200 | 12" Retainer Ring/ Bolt on Flange | EA | 25 | \$110.00 | \$ 2,750.00 | \$105.00 | \$ 2,625.00 |
| 205 | 14" Retainer Ring/ Bolt on Flange | EA | 5 | \$180.00 | \$ 900.00 | \$175.00 | \$ 875.00 |
| 210 | 16" Retainer Ring/ Bolt on Flange | EA | 5 | \$175.00 | \$ 875.00 | \$167.00 | \$ 835.00 |
| 215 | 4" Joint Harness | EA | 2 | \$45.00 | \$ 90.00 | \$45.00 | \$ 90.00 |
| 220 | 6" Joint Harness | EA | 4 | \$60.00 | \$ 240.00 | \$65.00 | \$ 260.00 |
| 225 | 8" Joint Harness | EA | 4 | \$80.00 | \$ 320.00 | \$95.00 | \$ 380.00 |
| 230 | 10" Joint Harness | EA | 2 | \$152.00 | \$ 304.00 | \$105.00 | \$ 210.00 |
| 235 | 12" Joint Harness | EA | 2 | \$163.00 | \$ 326.00 | \$175.00 | \$ 350.00 |
| 240 | 14" Joint Harness | EA | 1 | \$310.00 | \$ 310.00 | \$340.00 | \$ 340.00 |
| 245 | 16" Joint Harness | EA | 1 | \$330.00 | \$ 330.00 | \$400.00 | \$ 400.00 |
| 250 | Concrete Thrust Blocking (as SDCW Approved) | CY | 10 | \$95.00 | \$ 950.00 | \$85.00 | \$ 850.00 |
| 255 | Tapping Sleeve w/ Tap, 4" X 4" | EA | 2 | \$1,000.00 | \$ 2,000.00 | \$1,250.00 | \$ 2,500.00 |
| 260 | Tapping Sleeve w/ Tap, 6" X 4" - 6" | EA | 4 | \$1,225.00 | \$ 4,900.00 | \$1,325.00 | \$ 5,300.00 |
| 265 | Tapping Sleeve w/ Tap, 8" X 4" - 8" | EA | 4 | \$1,400.00 | \$ 5,600.00 | \$1,475.00 | \$ 5,900.00 |
| 270 | Tapping Sleeve w/ Tap, 10" X 4" - 10" | EA | 2 | \$1,650.00 | \$ 3,300.00 | \$2,400.00 | \$ 4,800.00 |
| 275 | Tapping Sleeve w/ Tap, 12" X 4" - 12" | EA | 2 | \$1,725.00 | \$ 3,450.00 | \$2,475.00 | \$ 4,950.00 |
| 280 | Non-Pressurized Connections, 2" line | EA | 1 | \$375.00 | \$ 375.00 | \$375.00 | \$ 375.00 |
| 285 | Non-Pressurized Connections, 4"-10" line | EA | 1 | \$650.00 | \$ 650.00 | \$650.00 | \$ 650.00 |
| 290 | Non-Pressurized Connections, 12"-16" line | EA | 1 | \$725.00 | \$ 725.00 | \$725.00 | \$ 725.00 |

Sub Surface Contracting, Inc.

Buckman Direct Diversion - Professional Services Agreement - 2017/2018

CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR CONTRACT, BID 17/32/B

EXHIBIT I - FIXED UNIT PRICE SCHEDULE

| BID ITEM | DESCRIPTION | UNIT | EST QNTY. | CURRENT RFP 13/37/B | | Sub Surface Contracting, Inc. Santa Fe, NM | |
|-------------|--|-----------|--------------|---------------------|--------------|---|--------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 295 | 2" CL125 Gate Valves, c/p. | EA | 1 | \$400.00 | \$ 400.00 | \$450.00 | \$ 450.00 |
| 300 | 4" CL125 Gate Valves, c/p. | EA | 3 | \$575.00 | \$ 1,725.00 | \$625.00 | \$ 1,875.00 |
| 305 | 6" CL125 Gate Valves, c/p. | EA | 5 | \$750.00 | \$ 3,750.00 | \$750.00 | \$ 3,750.00 |
| 310 | 8" CL125 Gate Valves, c/p. | EA | 5 | \$1,000.00 | \$ 5,000.00 | \$1,075.00 | \$ 5,375.00 |
| 315 | 10" CL125 Gate Valves, c/p. | EA | 1 | \$1,430.00 | \$ 1,430.00 | \$1,550.00 | \$ 1,550.00 |
| 320 | 12" CL125 Gate Valves, c/p. | EA | 1 | \$1,800.00 | \$ 1,800.00 | \$1,975.00 | \$ 1,975.00 |
| 325 | 2" CL250 Gate Valves, c/p. | EA | 1 | \$400.00 | \$ 400.00 | \$400.00 | \$ 400.00 |
| 330 | 4" CL250 Gate Valves, c/p. | EA | 3 | \$1,430.00 | \$ 4,290.00 | \$750.00 | \$ 2,250.00 |
| 335 | 6" CL250 Gate Valves, c/p. | EA | 5 | \$2,025.00 | \$ 10,125.00 | \$850.00 | \$ 4,250.00 |
| 340 | 8" CL250 Gate Valves, c/p. | EA | 2 | \$2,100.00 | \$ 4,200.00 | \$1,900.00 | \$ 3,800.00 |
| 345 | 10" CL250 Gate Valves, c/p. | EA | 1 | \$1,430.00 | \$ 1,430.00 | \$1,650.00 | \$ 1,650.00 |
| 350 | 12" CL250 Gate Valves, c/p. | EA | 1 | \$1,800.00 | \$ 1,800.00 | \$2,100.00 | \$ 2,100.00 |
| 355 | 16" CL250 Gate Valves, c/p. | EA | 1 | | \$ - | \$3,350.00 | \$ 3,350.00 |
| 360 | 24" CL250 Gate Valves, c/p. | EA | 1 | | \$ - | \$6,250.00 | \$ 6,250.00 |
| 365 | Fire Hydrant, 5' or less bury, c/p. | EA | 5 | \$2,350.00 | \$ 11,750.00 | \$2,650.00 | \$ 13,250.00 |
| 370 | Fire Hydrant Extension, 6" or 12" length | EA | 2 | \$825.00 | \$ 1,650.00 | \$825.00 | \$ 1,650.00 |
| 375 | Fire Hydrant Extension, 18" or 24" length | EA | 1 | \$950.00 | \$ 950.00 | \$950.00 | \$ 950.00 |
| 380 | Fire Hydrant Remove & Relay | EA | 1 | \$1,250.00 | \$ 1,250.00 | \$1,250.00 | \$ 1,250.00 |
| 385 | Fire Hydrant Remove & Return | EA | 1 | \$875.00 | \$ 875.00 | \$875.00 | \$ 875.00 |
| 390 | 2 1/4" Flush Hydrant | EA | 2 | \$1,150.00 | \$ 2,300.00 | \$1,400.00 | \$ 2,800.00 |
| 395 | 2" Blow-Off Valve Installation | EA | 1 | | \$ - | \$975.00 | \$ 975.00 |
| 400 | Air & Vacuum Release Valve, 1" | EA | 1 | \$2,250.00 | \$ 2,250.00 | \$2,250.00 | \$ 2,250.00 |
| 405 | Air & Vacuum Release Valve, 2" | EA | 1 | \$3,100.00 | \$ 3,100.00 | \$3,100.00 | \$ 3,100.00 |
| 410 | Install Owner Furnished Valve/Meter, 2" - 4" | EA | 1 | \$350.00 | \$ 350.00 | \$350.00 | \$ 350.00 |
| 415 | Install Owner Furnished Valve/Meter, 6" - 8" | EA | 1 | \$450.00 | \$ 450.00 | \$450.00 | \$ 450.00 |
| 420 | Install Owner Furnished Valve/Meter, 10" - 12" | EA | 1 | \$475.00 | \$ 475.00 | \$475.00 | \$ 475.00 |
| 425 | Metered 2" Bypass - Vault Installation | EA | 1 | \$2,750.00 | \$ 2,750.00 | \$2,750.00 | \$ 2,750.00 |
| 430 | Valve Box, c/p. | EA | 27 | \$220.00 | \$ 5,940.00 | \$220.00 | \$ 5,940.00 |
| 435 | Valve Box Replacement | EA | 5 | \$390.00 | \$ 1,950.00 | \$390.00 | \$ 1,950.00 |
| 440 | Valve Box Removal of Existing | EA | 3 | \$50.00 | \$ 150.00 | \$75.00 | \$ 225.00 |
| 445 | Valve Box Adjustment | EA | 7 | \$225.00 | \$ 1,575.00 | \$225.00 | \$ 1,575.00 |
| 450 | Valve Stop Extension, 0' - 4' Depth | EA | 5 | \$95.00 | \$ 475.00 | \$125.00 | \$ 625.00 |
| 455 | Precast 4' Diameter Pit w/ Lid Min. 4' Depth | VF | 4 | \$700.00 | \$ 2,800.00 | \$700.00 | \$ 2,800.00 |
| 460 | Precast 6' Diameter Pit w/ Lid Min. 4' Depth | VF | 4 | \$800.00 | \$ 3,200.00 | \$800.00 | \$ 3,200.00 |
| 465 | Precast 8' Diameter Pit w/ Lid Min. 4' Depth | VF | 4 | \$960.00 | \$ 3,840.00 | \$960.00 | \$ 3,840.00 |
| 470 | Cast-In-Place RCP Vault w/ Lid | CV | 7 | \$650.00 | \$ 4,550.00 | \$650.00 | \$ 4,550.00 |
| 475 | Prefabricated Vault, 4' X 8' | EA | 2 | \$3,513.00 | \$ 7,026.00 | \$6,900.00 | \$ 13,800.00 |
| 480 | Native Seeding | AC | 2 | \$2,150.00 | \$ 4,300.00 | \$2,150.00 | \$ 4,300.00 |
| 485 | Ballards (pair) | EA | 1 | \$625.00 | \$ 625.00 | \$575.00 | \$ 575.00 |
| 490 | 4" Steel Casing | LF | 25 | \$23.00 | \$ 575.00 | \$58.00 | \$ 1,450.00 |
| 495 | 4" PVC Casing | LF | 25 | \$13.00 | \$ 325.00 | \$52.00 | \$ 1,300.00 |
| 500 | 14" Steel Casing | LF | 25 | \$10.00 | \$ 250.00 | \$103.00 | \$ 2,575.00 |
| 505 | 16" Steel Casing | LF | 25 | \$10.00 | \$ 250.00 | \$112.00 | \$ 2,800.00 |
| 510 | 18" Steel Casing | LF | 25 | \$10.00 | \$ 250.00 | \$133.00 | \$ 3,325.00 |
| 515 | 22" Steel Casing | LF | 25 | \$10.00 | \$ 250.00 | \$162.00 | \$ 4,050.00 |
| 520 | 26" Steel Casing | LF | 10 | \$10.00 | \$ 100.00 | \$244.00 | \$ 2,440.00 |
| 525 | 28" Steel Casing | LF | 10 | \$10.00 | \$ 100.00 | \$176.00 | \$ 1,760.00 |
| 530 | 30" Steel Casing | LF | 10 | \$10.00 | \$ 100.00 | \$229.00 | \$ 2,290.00 |
| 535 | 36" Steel Casing | LF | 10 | \$10.00 | \$ 100.00 | \$292.00 | \$ 2,920.00 |
| 540 | Bore & Jack Casing Pipe | DIA-IN-LF | 150 | \$9.50 | \$ 1,425.00 | \$25.00 | \$ 3,750.00 |
| 545 | Open Cut Casing Pipe Installation, < 6' Deep | LF | 150 | \$15.00 | \$ 2,250.00 | \$15.00 | \$ 2,250.00 |
| 550 | Asphalt Pavement Removal & Disposal, < 2" | SY | 200 | \$15.00 | \$ 3,000.00 | \$15.00 | \$ 3,000.00 |
| 555 | Asphalt Pavement Removal & Disposal, 2" - 6" | SY | 200 | \$38.00 | \$ 7,600.00 | \$38.00 | \$ 7,600.00 |
| 560 | Concrete Pavement Removal & Disposal, < 2" | SY | 10 | \$31.00 | \$ 310.00 | \$31.00 | \$ 310.00 |
| 565 | Concrete Pavement Removal & Disposal, 2" - 4" | SY | 10 | \$51.00 | \$ 510.00 | \$51.00 | \$ 510.00 |
| 570 | Concrete Curb and Gutter Removal & Disposal | LF | 25 | \$21.00 | \$ 525.00 | \$21.00 | \$ 525.00 |
| 575 | Concrete Sidewalk Removal & Disposal | SY | 10 | \$32.00 | \$ 320.00 | \$32.00 | \$ 320.00 |
| 580 | Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt | SY | 100 | \$55.00 | \$ 5,500.00 | \$55.00 | \$ 5,500.00 |

Sub Surface Contracting, Inc.

Buckman Direct Diversion - Professional Services Agreement - 2017/2018

CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR CONTRACT, BID 17/32/B
EXHIBIT I – FIXED UNIT PRICE SCHEDULE

| BID ITEM | DESCRIPTION | UNIT | EST QNTY. | CURRENT | RFB 13/37/B | Sub Surface Contracting, Inc. Santa Fe, NM | |
|-------------|---|------|--------------|---------------|-------------|---|-------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 585 | Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt | SY | 50 | \$55.00 | \$ 2,750.00 | \$55.00 | \$ 2,750.00 |
| 590 | Replace City Street Pavement with Laydown Machine, Virgin Asphalt | SY | 40 | \$60.00 | \$ 2,400.00 | \$60.00 | \$ 2,400.00 |
| 595 | Replace City Street Pavement with Laydown Machine, Recycled Asphalt | SY | 10 | \$60.00 | \$ 600.00 | \$60.00 | \$ 600.00 |
| 600 | Replace City Street Pavement with Temporary Cold Mix | SY | 5 | \$45.00 | \$ 225.00 | \$45.00 | \$ 225.00 |
| 605 | Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt | SY | 100 | \$54.00 | \$ 5,400.00 | \$54.00 | \$ 5,400.00 |
| 610 | Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt | SY | 50 | \$54.00 | \$ 2,700.00 | \$54.00 | \$ 2,700.00 |
| 615 | Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt | SY | 40 | \$60.00 | \$ 2,400.00 | \$60.00 | \$ 2,400.00 |
| 620 | Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt | SY | 10 | \$60.00 | \$ 600.00 | \$60.00 | \$ 600.00 |
| 625 | Replace Non-City Street Pavement with Temporary Cold Mix | SY | 5 | \$45.00 | \$ 225.00 | \$45.00 | \$ 225.00 |
| 630 | Replace Concrete Pavement | SY | 10 | \$60.00 | \$ 600.00 | \$60.00 | \$ 600.00 |
| 635 | Replace Concrete Curb & Gutter | LF | 25 | \$28.00 | \$ 700.00 | \$28.00 | \$ 700.00 |
| 640 | Replace Concrete Sidewalk | SY | 10 | \$42.00 | \$ 420.00 | \$42.00 | \$ 420.00 |
| 645 | Replace Gravel Surface, 0"-2" | CY | 5 | \$55.00 | \$ 275.00 | \$55.00 | \$ 275.00 |
| 650 | Replace Gravel Surface, 2"-4" | CY | 5 | \$65.00 | \$ 325.00 | \$65.00 | \$ 325.00 |
| 655 | Base course/Gravel (crushed or landscape), 0"-3" | SY | 50 | \$18.00 | \$ 900.00 | \$18.00 | \$ 900.00 |
| 660 | Base course/Gravel (crushed or landscape), 3"-6" | SY | 10 | \$21.00 | \$ 210.00 | \$21.00 | \$ 210.00 |
| 665 | Service, 3/4" Single, New Main | EA | 4 | \$875.00 | \$ 3,500.00 | \$875.00 | \$ 3,500.00 |
| 670 | Service, 3/4" Double, New Main | EA | 2 | \$1,050.00 | \$ 2,100.00 | \$1,050.00 | \$ 2,100.00 |
| 675 | Service, 1", New Main | EA | 2 | \$1,150.00 | \$ 2,300.00 | \$1,150.00 | \$ 2,300.00 |
| 680 | Service, 1 1/2", New Main | EA | 1 | \$2,400.00 | \$ 2,400.00 | \$2,400.00 | \$ 2,400.00 |
| 685 | Service, 2", New Main | EA | 1 | \$2,550.00 | \$ 2,550.00 | \$2,550.00 | \$ 2,550.00 |
| 690 | Service, 3/4" Single, Existing Main | EA | 6 | \$850.00 | \$ 5,100.00 | \$850.00 | \$ 5,100.00 |
| 695 | Service, 3/4" Double, Existing Main | EA | 3 | \$1,150.00 | \$ 3,450.00 | \$1,150.00 | \$ 3,450.00 |
| 700 | Service, 1", Existing Main | EA | 1 | \$1,250.00 | \$ 1,250.00 | \$1,250.00 | \$ 1,250.00 |
| 705 | Service, 1 1/2", Existing Main | EA | 1 | \$2,550.00 | \$ 2,550.00 | \$2,550.00 | \$ 2,550.00 |
| 710 | Service, 2", Existing Main | EA | 1 | \$2,650.00 | \$ 2,650.00 | \$2,650.00 | \$ 2,650.00 |
| 715 | Service Replacement, 3/4" | EA | 8 | \$800.00 | \$ 6,400.00 | \$875.00 | \$ 7,000.00 |
| 720 | Service Replacement, Double, 3/4" | EA | 1 | | | \$1,375.00 | \$ 1,375.00 |
| 725 | Service Replacement, 1" | EA | 3 | \$950.00 | \$ 2,850.00 | \$950.00 | \$ 2,850.00 |
| 730 | Service Replacement, 1 1/2" | EA | 1 | \$2,400.00 | \$ 2,400.00 | \$2,400.00 | \$ 2,400.00 |
| 735 | Service Replacement, 2" | EA | 1 | \$2,560.00 | \$ 2,560.00 | \$2,560.00 | \$ 2,560.00 |
| 740 | Meter Box Relocation/Replacement, 3/4" | EA | 1 | \$750.00 | \$ 750.00 | \$750.00 | \$ 750.00 |
| 745 | Meter Box Relocation/Replacement, 1" | EA | 1 | \$1,250.00 | \$ 1,250.00 | \$950.00 | \$ 950.00 |
| 750 | Meter Box Relocation/Replacement, 1 1/2" | EA | 1 | \$2,550.00 | \$ 2,550.00 | \$1,750.00 | \$ 1,750.00 |
| 755 | Meter Box Relocation/Replacement, 2" | EA | 1 | \$2,650.00 | \$ 2,650.00 | \$1,775.00 | \$ 1,775.00 |
| 760 | Service Transfer, 3/4" | EA | 5 | \$160.00 | \$ 800.00 | \$160.00 | \$ 800.00 |
| 765 | Service Transfer, 1" | EA | 3 | \$200.00 | \$ 600.00 | \$200.00 | \$ 600.00 |
| 770 | Service Transfer, 1 1/2" | EA | 1 | \$240.00 | \$ 240.00 | \$240.00 | \$ 240.00 |
| 775 | Service Transfer at Main, 2" | EA | 1 | \$310.00 | \$ 310.00 | \$275.00 | \$ 275.00 |
| 780 | Retire Existing Service at Main, 3/4" - 2" | EA | 1 | \$350.00 | \$ 350.00 | \$225.00 | \$ 225.00 |
| 785 | Retire Existing Meter Box & Setting | EA | 1 | \$400.00 | \$ 400.00 | \$200.00 | \$ 200.00 |
| 790 | Adjust Meter Box To Grade | EA | 1 | \$250.00 | \$ 250.00 | \$250.00 | \$ 250.00 |
| 795 | Service Saddle, 3/4" Tap, 4"-12" Main | EA | 20 | \$450.00 | \$ 9,000.00 | \$185.00 | \$ 3,700.00 |
| 800 | Service Saddle, 1" Tap, 4"-12" Main | EA | 12 | \$520.00 | \$ 6,240.00 | \$185.00 | \$ 2,220.00 |
| 805 | Service Saddle, 1 1/2" Tap, 4"-12" Main | EA | 3 | \$425.00 | \$ 1,275.00 | \$250.00 | \$ 750.00 |
| 810 | Service Saddle, 2" Tap, 4"-12" Main | EA | 3 | \$475.00 | \$ 1,425.00 | \$300.00 | \$ 900.00 |
| 815 | Service Tubing, 3/4" | LF | 575 | \$13.00 | \$ 7,475.00 | \$13.50 | \$ 7,762.50 |
| 820 | Service Tubing, 1" | LF | 375 | \$14.50 | \$ 5,437.50 | \$14.50 | \$ 5,437.50 |
| 825 | Service Tubing, 1 1/2" | LF | 100 | \$17.75 | \$ 1,775.00 | \$17.50 | \$ 1,750.00 |
| 830 | Service Tubing, 2" | LF | 100 | \$22.00 | \$ 2,200.00 | \$21.00 | \$ 2,100.00 |
| 835 | Air and Vacuum Valve (individual) | EA | 1 | \$1,500.00 | \$ 1,500.00 | \$1,730.00 | \$ 1,730.00 |

CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR CONTRACT, BID 17/32/B
EXHIBIT I - FIXED UNIT PRICE SCHEDULE

| BID ITEM | DESCRIPTION | UNIT | EST QNTY. | CURRENT RFB 13/37/B | | Sub Surface Contracting, Inc. Santa Fe, NM | |
|-------------------------|--------------------------------------|----------------|--------------|---------------------|-------------|---|-------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 840 | Air and Vacuum Valves | GROUP OF 10 | 2 | \$1,400.00 | \$ 2,800.00 | \$1,630.00 | \$ 3,260.00 |
| 845 | Automatic Flushing Valve | EA | 1 | | \$ - | \$3,350.00 | \$ 3,350.00 |
| 850 | Materials Mark-Up Over Invoice | % | \$20,000 | \$0.10 | \$ 2,000.00 | 10.00% | \$ 2,000.00 |
| 855 | Traffic Control Mark-Up Over Invoice | % | \$7,500 | \$0.10 | \$ 750.00 | 10.00% | \$ 750.00 |
| 860 | Street-Cut Pannils | Allowance | \$7,500 | \$1.00 | \$ 7,500.00 | 1 | \$ 7,500.00 |
| 865 | Project Signs | EA | 4 | \$325.00 | \$ 1,300.00 | \$150.00 | \$ 600.00 |
| EMERGENCY REPAIR | | | | | | | |
| 9100 | Backhoe | HR | 24 | \$43.00 | \$ 1,032.00 | \$43.00 | \$ 1,032.00 |
| 9200 | Compressor | HR | 16 | \$15.50 | \$ 248.00 | \$16.00 | \$ 256.00 |
| 9300 | Dump Truck | HR | 16 | \$55.00 | \$ 880.00 | \$55.00 | \$ 880.00 |
| 9400 | Pump | HR | 8 | \$13.00 | \$ 104.00 | \$13.00 | \$ 104.00 |
| 9500 | Laborer | HR | 96 | \$41.00 | \$ 3,936.00 | \$41.00 | \$ 3,936.00 |
| 9600 | Pipe Fitter | HR | 96 | \$43.00 | \$ 4,128.00 | \$43.00 | \$ 4,128.00 |
| 9700 | Equipment Operator | HR | 96 | \$58.00 | \$ 5,568.00 | \$58.00 | \$ 5,568.00 |
| 9800 | Foreman | HR | 48 | \$75.00 | \$ 3,600.00 | \$75.00 | \$ 3,600.00 |
| 9900 | Rental Items Mark-Up Over Invoice | % | \$1,000 | \$0.15 | \$ 150.00 | 15.00% | \$ 150.00 |
| 9950 | Materials Mark-Up Over Invoice | % | \$1,000 | \$0.15 | \$ 150.00 | 15.00% | \$ 150.00 |

Note: Bid Items 375 & 700 not in current FY16/17 City Wide contract.

Memorandum



Buckman Direct Diversion

Date: June 6, 2019
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *mmr*
Subject: Snell & Wilmer, LLP Amendment No. 2

ITEM AND ISSUE:

Request for the approval of Amendment No. 2 to the Legal Services Agreement with Snell & Wilmer, LLP for litigation services for FY19/20 in the amount of \$1,700,000 exclusive of NMGRT.

BACKGROUND AND SUMMARY:

On March 1, 2018, the Buckman Direct Diversion Board awarded RFP #18/12/P' for litigation services to Snell & Wilmer, LLP to serve as legal counsel for the Buckman Direct Diversion Board. This request will extend the award for services to June 30, 2020, which is year two within the allowed extension period. This amendment will increase compensation for the amended term in the amount of \$1,700,000 exclusive of NMGRT.

ACTION REQUESTED:

Staff recommends approval of Amendment No. 2 to the Legal Services Agreement with Snell & Wilmer, LLP. Funding is available in our approved FY 19/20 operating budget.

BU/LI: Legal Services # 7280000.510200.999030

Approved by BDDDB June 6, 2019

Commissioner Anna T. Hamilton, BDDDB Chair



3. AGREEMENT IN FULL FORCE

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Anna T. Hamilton, BDDDB Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM


Nancy R. Long

APPROVED

Mary T. McCoy, City Finance Director

ATTEST

Yolanda Y. Vigil, City Clerk

File Date:

CONTRACTOR:

Snell & Wilmer, LLP

Signature: _____

Name: Daniel R. Frost

Title: Partner

Date: _____

NM Taxation & Revenue
CRS # 03-359454-00-6

City of Santa Fe Business
Registration# 18-00150945



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2018

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 | CONTACT NAME: | INSURER(S) AFFORDING COVERAGE | NAIC # |
| N/A | PHONE (A/C, No, Ext): | INSURER A: Attorneys' Liability Assurance Society, Inc., | 10639 |
| | FAX (A/C, No): | INSURER B: A Risk Retention Group | |
| | E-MAIL ADDRESS: | 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 SUVRN INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---------------------|---------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY | | | | | EACH OCCURRENCE \$ |
| | COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> | | | | | MED EXP (Any one person) \$ |
| | | | | | | PERSONAL & ADV INJURY \$ |
| | | | | | | GENERAL AGGREGATE \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PRODUCTS - COMP/OP AGG \$ |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | ALL OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | HIRED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | SCHEDULED AUTOS NON-OWNED AUTOS | | | | | \$ |
| | UMBRELLA LIAB | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | AGGREGATE \$ |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NM) | Y/N | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | N N | ALA 1229 | 01/01/2018 | 01/01/2019 | \$50,000,000 per claim \$100,000,000 annual aggregate |

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

| | |
|---|--|
| CERTIFICATE HOLDER | CANCELLATION |
| Buckman Direct Diversion Board 341 Caja Del Rio Road Santa Fe, NM 87506 | 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 Nancy J. Montroy, ALAS, Inc., RRG |

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ACORD 25 (2010/05)

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Clear All



**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** Snell & Wilmer, LLP

3 **Complete information requested**

☒ **Plus GRT**

☐ **Inclusive of GRT**

Original Contract Amount: \$200,000.00

Termination Date: June 30, 2019

☒ **Approved by BDDDB** **Date:** March 1, 2018

☐ **or by BDD Facilities Manager** **Date:** _____

Contract is for: To provide litigation services for the Buckman Direct Diversion Board.

Amendment # 2 **to the Original Contract#** 18-0424

Increase/(Decrease) Amount \$ 1,700,000

Extend Termination Date to: June 30, 2020

☒ **Approved by BDDDB** **Date:** Pending

☐ **or by Project Manager** **Date:** _____

Amendment is for: To increase compensation for FY19.20 services

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

☒ **Plus GRT**

☐ **Inclusive of GRT**

Amount \$ 200,000.00 **of original Contract#** 18-0424 **Termination Date:** 06/30/2019

Reason: To provide litigation services for the Buckman Direct Diversion Board.

Amount \$ 1,500,000.00 **amendment #** 1 **Termination Date:** 06/30/2019

Reason: To increase compensation under the agreement

Amount \$ 1,700,000.00 **amendment #** 2 **Termination Date:** 06/30/2020

Reason: To increase compensation for FY19.20 services.

Amount \$ _____ **amendment #** _____ **Termination Date:** _____

Reason: _____

Total of Original Contract plus all amendments: \$ 3,400,000



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

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

RFP# 18/12/P Date: December 15, 2017

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

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

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) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

BUCKMAN DIRECT DIVERSION

7
ITEM # 18-0928

**AMENDMENT NO. 1
TO THE LEGAL SERVICES AGREEMENT
WITH SNELL & WILMER, LLP**

This Amendment No. 1 (the "Amendment") to the Legal Services Agreement, dated March 27, 2018, (the "Agreement"), between the Buckman Direct Diversion Board ("BDDDB") and Snell & Wilmer, P.A. ("Contractor") shall be effective as of the date when it is executed by the Board Chair.

RECITALS

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

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

1. COMPENSATION

Article 2 of the Agreement is amended to increase the amount of compensation by a total of One Million Five Hundred Thousand Dollars (\$1,500,000.00) plus applicable gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to Contractor in full payment for services, costs and fees incurred, a sum not to exceed One Million Seven Hundred Thousand Dollars (\$1,700,000.00), plus applicable gross receipts tax.

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.

BUCKMAN DIRECT DIVERSION BOARD

By: _____

Peter Ives, BDDDB Chair

Date: _____

6-7-18

CONTRACTOR:

Snell & Wilmer, LLP

Signature: _____

Name: Daniel R. Frost

Title: _____

Partner

Date: _____

6/26/18

APPROVED AS TO FORM

Nancy R. Long

NM Taxation & Revenue

CRS # 03-359454-00-6

City of Santa Fe Business

Registration# 18-00150945

APPROVED

City Finance Director

7280000.510200.999030

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

8-16-18

ITEM # 18-0424

**BUCKMAN DIRECT DIVERSION BOARD
LEGAL SERVICES AGREEMENT
WITH SNELL & WILMER, LLP**

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

1. SCOPE OF SERVICES

Contractor shall perform the following under this agreement:

- Evaluation of the design-build and construction issues at the Buckman Direct Diversion Project ("BDD Project"), evaluation of the operative documents pertaining to the construction of the Project, retaining and/or working with experts regarding potential contractual, warranty, insurance and tort liability and damage issues, evaluation of case strength and advice regarding insurance and bonding;
- Attend BDDDB meetings, as needed, and relevant meetings of the Governing Body of the City, the Board of County Commissioners, and BDD Project staff meetings to provide legal advice and updates related to the BDD Project defects and legal proceedings;
- Brief BDD Project partners' officials and staff members, as directed by the BDDDB; and
- Represent the BDDDB in mediation and litigation proceedings related to design, inspection, manufacturing and construction issues. Although Contractor's services may involve communication with the Project partners, Contractor's sole client is the BDDDB.

2. STANDARD OF PERFORMANCE; LICENSES

A. Contractor must possess the personnel, experience and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor must be licensed to practice law and must maintain such license throughout the term of 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 total compensation under this Agreement shall be Two-hundred Thousand Dollars (\$200,000.00) plus applicable New Mexico Gross Receipts Tax to be billed according to the fee schedule attached hereto as Exhibit A.

B. Contractor shall be responsible for making the payment of gross receipts taxes, if applicable, to the State of New Mexico on the sums paid under this Agreement.

C. Detailed invoices for services will be made on a monthly basis.

D. Payment to Contractor will be made within thirty (30) days after the date of billing.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDDB's Chair and terminate on June 30, 2019. This Agreement may be extended in one (1) year increments by amendment to this Agreement in accordance with Paragraph 18, AMENDMENT, herein and contingent upon satisfactory performance and funding availability. In no event, however, shall the term of this Agreement, including any and all extensions, exceed four (4) years from the date of last signatory to this initial agreement.

6. TERMINATION

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

1. Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the BDDDB original copies of all work product, research or papers prepared under this Agreement.
2. If 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 subcontractors, agents and employees are independent contractors performing professional services for the BDDDB and are not employees of the BDDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDDB vehicles, or any other benefits afforded to employees of the BDDDB as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement. Contractor shall comply with the City of Santa Fe Minimum Wage Ordinance, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the BDDDB. Contractor shall not further subcontract any portion of the services to be performed under this Agreement (other than as contained in Contractor's proposal for services) without the prior written approval of the BDDDB.

11. RELEASE

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

12. INSURANCE

A. Contractor shall not begin the Professional Services required under this Agreement until it has: (i) obtained, and upon the BDDDB's request provided to the BDDDB,

insurance certificates reflecting evidence of all insurance required herein; however, the 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. CGL limits may be satisfied through a combination of general CGL and excess/umbrella coverage.

| | |
|---|-------------|
| 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 \$1 million per accident. An insurance certificate shall be submitted to the BDDDB that reflects coverage for any automobile [any auto].

3. **Professional Liability.** For Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. Contractor shall ensure both that: (i) the policy is in effect on or before the date of commencement of the first work performed under this Agreement; and (ii) the policy will be renewed on an annual basis through termination of this Agreement. 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 |

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDB, City of Santa Fe and Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas and their respective elected officials, officers, employees, agents, volunteers and representatives.

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

E. Insurer Requirements. All general liability 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 AM. 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. Contractor's Professional Liability Insurance is rated by Fitch (proof of which will be provided upon request).

account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's fault or negligence under this Agreement as well as the performance or non-performance of Contractor's employees and those directly under Contractor's control.

Indemnification for Professional Acts, Errors or Omissions. The General Indemnification shall apply only to professional acts, errors or omissions covered by Contractor's Professional Liability insurance.

Limitations. The terms of this General Indemnification shall not apply to the actions of any of Contractor's independent contractors, nor shall it apply to any claims relating to the fault or negligence of the BDDDB, the City of Santa Fe or Santa Fe County.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

A. Contractor shall conform with and participate in the Document Control policies of the 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:

BBBD: Charles Vokes,
BDD Facilities Manager
341 Caja Del Rio Road
Santa Fe, NM 87506
Email: cmvokes@ci.santa-fe.nm.us

With a copy to: Nancy R. Long,
BDDB Independent Counsel
Long, Komer & Associates
P.O. Box 50968
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

CONTRACTOR: Snell & Wilmer, LLP
Daniel R. Frost
1200 Seventeenth Street, Suite 1900
Denver, CO 80202-5854
dfrost@swlaw.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 facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile or email stating that the notice has been received, in which case the notice shall be deemed effective as to 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

CONTRACTOR:
Snell & Wilmer, LLP

By: 

Henry Roybal, BDDDB Chair

Date: 3/27/18 ^W

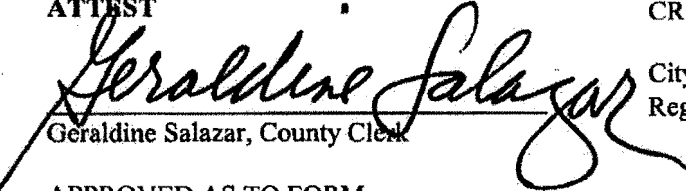
Signature:  See Attached

Name: Daniel R. Frost

Title: Partner

Date: March 13, 2018

ATTEST


Geraldine Salazar, County Clerk

NM Taxation & Revenue

CRS # 03-359454-00-6

City of Santa Fe Business

Registration# 18-00150445

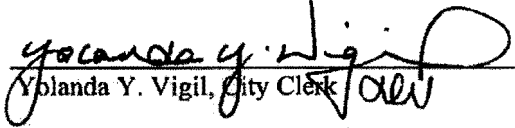
APPROVED AS TO FORM


Nancy R. Long

APPROVED

 4.13.18
Adam K. Johnson, City Finance Director

ATTEST


Yolanda Y. Vigil, City Clerk

File Date: 4-19-18

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Henry Roybal, BDDDB Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM

Nancy R. Long

APPROVED

Adam K. Johnson, City Finance Director

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:
Snell & Wilmer, LLP

Signature:  _____

Name: Daniel R. Frost

Title: Partner

Date: 4/19/10

NM Taxation & Revenue
CRS # 03-359454-00-6

City of Santa Fe Business
Registration# 18-00150945

Exhibit A

Schedule of Hourly Rates and Costs

Hourly Rates

The firm will offer the BDDB a discount from its published hourly rates, resulting in the following actual rates:

| | |
|----------------|-------|
| Dan Frost | \$490 |
| Ellie Lockwood | \$365 |
| Mike Lindsay | \$475 |
| Krystle Wagner | \$215 |

The firm will agree to keep these discounted rates in effect through the end of December 2019. We will also consider discussing blended rates or other alternative fee arrangements, if desired by the BDDB.

Costs

The firm will not charge for phone calls of any type or routine copying or scanning costs. We will not bill for computerized research or secretarial overtime. We may, however, forward to BDDB large disbursement billings for direct payment to the vendor. We agree to comply with The City of Santa Fe Living Wage Ordinance to the extent applicable.


Management of Costs and Budgeting

At Snell & Wilmer, value is our primary objective. We will make certain at all times that our work for you is being staffed appropriately and handled at the right level of experience and billing rate. Our team is from the Denver office, but we propose to conduct and manage a large part of this engagement from our Albuquerque office. Therefore, we will not charge travel time or travel expense for travel to or from our New Mexico office or the BDDB office. Nor will we bill time for other travel. We will, however, bill for out-of-pocket travel expenses beyond our New Mexico office or the BDDB office.

Memorandum



Buckman Direct Diversion

Date: June 6, 2019
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager 
Subject: ALS Group USA, Corp Amendment No. 1

ITEM AND ISSUE:

Request for approval of Amendment No. 1 to the Professional Services Agreement Item 18-1048 with ALS Group USA, Corp for laboratory analysis services for FY19/20 in the amount of \$91,500 inclusive of NMGRS.

BACKGROUND AND SUMMARY:

On July 5, 2018 the Buckman Direct Diversion Board awarded RFP '18/46/P Laboratory Analytical Testing Services to ALS Group USA, Corp. This agreement was awarded for three years with an expiration date of June 30, 2021. This amendment will increase compensation for the next fiscal year term in the amount of \$91,500 inclusive of NMGRS. This compensation was based on the estimated funding needed for the BDD Location Sampling Program.

ALS Group USA, Corp will provide the following analytical sampling services:

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

ACTION REQUESTED:

Staff recommends approval of Amendment No. 1 to the Professional Services Agreement with ALS Group USA, Corp. Funding is available in the approved FY 19/20 operating budget.

BU/LI: Compliance Services 7280000.510250.753030

Approved by BDDDB June 6, 2019

Commissioner Anna T. Hamilton, BDDDB Chair



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1
TO SERVICES AGREEMENT WITH
ALS Group USA, Corp.
#18-1048
(Location Sampling)**

THIS AMENDMENT No. 1 (the "Amendment") to the SERVICES AGREEMENT, dated August 2, 2018, (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and ALS Group USA, Corp. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide laboratory analysis services for BDDDB as outlined in the Agreement.

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Ninety-One Thousand Five Hundred Dollars \$91,500.00 inclusive of applicable gross receipts tax, so that Article 3, reads in its entirety as follows:

A. Compensation under this Agreement shall be in an amount not to exceed One Hundred Seventy-Four Thousand Five Hundred Dollars (\$174,500.00), plus applicable gross receipts tax, to be paid in accordance with the Fee Schedule provided attached to the Agreement as Exhibit B.

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

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

BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR:
ALS Group USA, Corp.

By: _____
Anna T. Hamilton, BDDDB Chair

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM



Nancy R. Long, BDDDB Counsel

APPROVED

Mary T. McCoy, City Finance Director

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____



ALSGROU-01

AJENKINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2018

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 JLT Specialty Insurance Services Inc. 5847 San Felipe St. Suite 2800 Houston, TX 77057 | CONTACT Alise Jenkins NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: alise.jenkins@jltus.com FAX (A/C, No): | INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America Inc. INSURER B: Zurich American Insurance Company INSURER C: XL Insurance Company SE INSURER D: INSURER E: INSURER F: | NAIC # 24554 16535 |
| INSURED ALS Group USA, Corp. 10450 Stancliff Road, Suite 210 Houston, TX 77099 | | | |

| 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 SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
| A | X | COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | | CLAIMS MADE X OCCUR | X X | US00011819LI18A | 09/30/2018 | 09/30/2019 | EACH OCCURRENCE | \$ 1,000,000 | |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 | |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 | |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 | |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 | |
| | | | | | | | PRODUCTS COMP/OP AGG | \$ 2,000,000 | |
| | | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | | |
| | X | POLICY | PRO-JECT | LOC | | | | | |
| | | OTHER | | | | | | | |
| B | | AUTOMOBILE LIABILITY | | | | | | | |
| | X | ANY AUTO OWNED AUTOS ONLY | SCHEDULED AUTOS | X X | BAP 1071598-01 | 09/30/2018 | 09/30/2019 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | HIRED AUTOS ONLY | NON-OWNED AUTOS ONLY | | | | BODILY INJURY (Per person) | \$ | |
| | | | | | | | BODILY INJURY (Per accident) | \$ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | \$ | |
| C | X | UMBRELLA LIAB | X OCCUR | | | | | | |
| | | EXCESS LIAB | CLAIMS MADE | X X | AU00001947LI18A | 09/30/2018 | 09/30/2019 | EACH OCCURRENCE | \$ 10,000,000 |
| | | | | | | | AGGREGATE | \$ 10,000,000 | |
| | | DED RETENTION \$ | | | | | | \$ | |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N N N/A | X | WC 1071597-01 | 09/30/2018 | 09/30/2019 | X PER STATUTE OTH ER | |
| | | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E L EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | | E L DISEASE - FA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | | E L DISEASE - POLICY LIMIT | \$ 1,000,000 |
| C | | Pollution Liability | | AU00001947LI18A | 09/30/2018 | 09/30/2019 | Per Claim/Agg | | 5,000,000 |
| C | | Prof. E&O | | AU00001947LI18A | 09/30/2018 | 09/30/2019 | Per Occ/Aggregate | | 5,000,000 |

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

Subject always to policy terms, conditions and exclusions the General Liability, Auto Liability Umbrella/Excess Liability policies includes a Blanket Additional Insured Endorsement but only to the extent of risk and liabilities assumed by the named insured in a signed written contract. Subject always to policy terms, conditions and exclusions the General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies includes a Blanket Waiver of Subrogation Endorsement but only to the extent of risk and liabilities assumed by the named insured in a signed written contract.

Buckman Direct Diversion Board (BDDB), City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas, SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

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

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

JLT Specialty Insurance Services Inc.



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

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

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor ALS Group USA, Corp

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$83,000.00

Termination Date: June 30, 2021

☒ Approved by BDDB Date: August 2, 2018

☐ or by Project Manager Date: _____

Contract is for: To provide laboratory analytical testing services for BDD Location Sampling Program

Amendment # 1 to the Original Contract# 18-1048

Increase/(Decrease) Amount \$ 91,500

Extend Termination Date to: June 30, 2021

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: To increase compensation for FY19.20 sampling.

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

☐ Inclusive of GRT

Amount \$ 83,000.00 of original Contract# 18-1048 Termination Date: 06/30/2021

Reason: To provide laboratory analytical testing services for BDD Location Sampling Program

Amount \$ 91,500.00 amendment # 1 Termination Date: 06/30/2021

Reason: To increase compensation for FY19.20 funding

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 174,500



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

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

RFP# 18/46/P Date: August 2, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: Year 2 of 3 year award
example: (First year of 4 year contract)

Purchasing Approval

7 Funding Source: BDD Operating **BU/Line Item:** 7280000.510250.753030

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

ITEM # 18-1048

**BUCKMAN DIRECT DIVERSION BOARD
SERVICES AGREEMENT
WITH
ALS Group USA, Corp.
(Location Sampling Program)**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and ALS Group USA, Corp. ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the BDDDB.

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDDB described as follows:

Provide laboratory analysis of environmental samples, to include meeting standards for QA/QC and for reporting in accordance with the electronic data deliveries described therein. Contractor shall analyze environmental samples in accordance with approved EPA, or industry accepted methods including specified EPA method detection limits or equivalent methods, 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 be Eighty-Three Thousand Dollars (\$83,000.00) inclusive of applicable gross receipts tax, to be paid in accordance with the Fee Schedule provided in Exhibit B, hereto.

B. Contractor shall be responsible for payment of any 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 BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDDB and terminate June 30, 2021.

6. TERMINATION

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

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

(2) If payment has not already been made, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination. If full payment has been made, Contractor agrees to prorate 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 BDDDB and are not employees of the BDDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDDB vehicles, or any other benefits afforded to employees of the BDDDB as a result of this Agreement.

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required

under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

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

11. RELEASE

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

12. INSURANCE

A. Contractor shall not begin the services required under this Agreement until it has:

- (i) obtained, and upon the BDDDB's request provided to the BDDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDDB reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the BDDDB;
- (ii) obtained BDDDB approval of each company or companies as required below; and
- (iii) confirmed that all policies contain the specific provisions required.

Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not

be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the 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 BDDDB, 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 BDDDB is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies as evidence by an endorsement to the policies which shall be attached to the certificates of insurance. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". In the event Contractor's insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the BDDDB within four working days of Contractor's receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

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

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

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

G. **Specific Provisions Required.**

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

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

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

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

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

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDDB, City of Santa Fe, 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 BDDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDDB and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

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

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDDB 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 BDDDB or the City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

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

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

CONTRACTOR: ALS Group USA, Corp.
225 Commerce Drive
Fort Collins, CO 80524
Contact: Julie M. Ellingson
Email: Julie.ellingson@alsglobal.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: _____

Peter Ives, BDDDB Chairman

Date: _____

8-2-18

APPROVED AS TO FORM

Nancy R. Long, BDDDB Counsel

APPROVED

City Finance Director *ML*

Business Unit/Line Item:
7280000.510250.753030
7280000.510250.753010

ATTEST

City Clerk *Yolanda y. Nigila*

File Date: 9-20-18

CONTRACTOR:

ALS Global USA Corp.

Signature: _____

Printed Name: Julia Ellingson

Title: Laboratory Director

Date: 8/28/18

NM Taxation & Revenue

CRS # 03-1832 97-00-1

City of Santa Fe Business

Registration # 1267-00139303

8/28/18

Exhibit A
Scope of Services

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

| | | |
|---|-------------------------------|---|
| Laboratory Provided Deliverables | <p>4A</p> <p>4B</p> <p>4C</p> | <ul style="list-style-type: none"> ▪ Laboratory shall provide complete data packets to BDD as soon as possible after analyses are completed but no later than thirty (30) days, unless a delay in delivery was approved by BDD in writing; ▪ The data packet shall include a detailed lab report if requested by BDD and an electronic data deliverables (EDDs) of all analyses in the format specified by BDD. The laboratory must transmit data packets electronically; and ▪ The data packet shall include a Level III quality control description at no additional cost. |
| Laboratory Provided Technical Services | <p>5A</p> <p>5B</p> | <ul style="list-style-type: none"> ▪ Upon request by BDD, laboratory shall make available to BDD laboratory personnel for the purposes of providing oral or written testimony in administrative or legal proceedings; and ▪ Laboratory shall make available its premises at mutually-agreed times for inspection by BDD or designated third party for the purposes of data verification and validation. |

Exhibit B

Attachment 1 Fee Schedule

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

| Analytes | Method | Sub-contractor | Proposed Alternative Method | Proposed MDL/RL | Cost for liquid sample/required Volume | Cost for solid sample |
|--|---------------------|--------------------|-----------------------------|-------------------|--|-----------------------|
| Gross alpha/beta | EPA900.0 | | | 3/4pCi/l | \$50/200ml | \$50 |
| Tritium | EPA906.0 | | | 400pCi/l | \$65/50ml | \$65 |
| Strontium-90 | ASTM 5811 | | | 1pCi/l | \$110/1000ml | \$110 |
| Radium-226 & 228 | EPA903.1 & EPA904.0 | | | 1pCi/l | \$95/1000ml \$100/1000ml | \$95 \$100 |
| Radionuclides by gamma spec Ac-228 Bi-212 Bi-214 Cs-137 Cs-134 Co-60 Na-22 K-40 Pa-234m Pb-212 Pb-214 Ti-208 Th-232 | EPA901.1 | | | 10pCi/l Cs-137 | \$90 1000ml | \$90 |
| Americium-241 | HASL-300:AM-241 | | | 0.05pCi/l | \$120/1000ml | \$120 |
| Neptunium-237 | HASL-300:NP-237 | | | 0.2pCi/l | \$120/1000ml | \$120 |
| Plutonium (isotopic) | HASL-300:ISOPU | | | 0.05pCi/l | \$120/1000ml | \$120 |
| Uranium (isotopic) | HASL-300:ISOU | | | 0.1pCi/l | \$120/1000ml | \$120 |
| Perchlorate | SW846 6850 | ALS Salt Lake City | | 0.2ug/l | \$138/125ml | \$138 |
| Cyanide | EPA335.4 | | EPA335.2 | RL 10ppb | \$35/50ml | \$35 |
| Metals plus Hg Al Sb | EPA200.7 or 200.8 | | | ug/L | \$95/250ml | \$95 |

Fee Schedule

| Analytes | Method | Sub-contractor | Proposed Alternative Method | Proposed MDL/RL | Cost for water sample/Required Volume | Cost for solid sample |
|--|------------|----------------|-----------------------------|----------------------|---------------------------------------|-----------------------|
| As Ba Be B Cd Ca Cr Co Cu Fe Pb Mn Mo Hg Ni K Se Ag Na Ti U V Zn | EPA: 245.2 | | | Please see next page | | |

Fee Schedule

| CASNO | Analyte | Matrix | AnalMeth | ExtMeth | RL - ppb | MDL - ppb |
|--------------|----------------|---------------|-----------------|----------------|-----------------|------------------|
| 7429-90-5 | ALUMINUM | liquid | EPA200.7 | EPA200.2 | 200 | 64.0 |
| 7440-36-0 | ANTIMONY | liquid | EPA200.7 | EPA200.2 | 20.0 | 1.30 |
| 7440-38-2 | ARSENIC | liquid | EPA200.7 | EPA200.2 | 10.0 | 1.90 |
| 7440-39-3 | BARIUM | liquid | EPA200.7 | EPA200.2 | 100 | 1.80 |
| 7440-41-7 | BERYLLIUM | liquid | EPA200.7 | EPA200.2 | 5.00 | 0.560 |
| 7440-42-8 | BORON | liquid | EPA200.7 | EPA200.2 | 100 | 31.0 |
| 7440-43-9 | CADMIUM | liquid | EPA200.7 | EPA200.2 | 5.00 | 0.0980 |
| 7440-70-2 | CALCIUM | liquid | EPA200.7 | EPA200.2 | 1000 | 270 |
| 7440-47-3 | CHROMIUM | liquid | EPA200.7 | EPA200.2 | 10.0 | 4.50 |
| 7440-48-4 | COBALT | liquid | EPA200.7 | EPA200.2 | 10.0 | 0.220 |
| 7440-50-8 | COPPER | liquid | EPA200.7 | EPA200.2 | 10.0 | 0.700 |
| 7439-89-6 | IRON | liquid | EPA200.7 | EPA200.2 | 100 | 19.0 |
| 7439-92-1 | LEAD | liquid | EPA200.7 | EPA200.2 | 3.00 | 0.240 |
| 7439-95-4 | MAGNESIUM | liquid | EPA200.7 | EPA200.2 | 1000 | 77.0 |
| 7439-96-5 | MANGANESE | liquid | EPA200.7 | EPA200.2 | 10.0 | 0.440 |
| 7440-02-0 | NICKEL | liquid | EPA200.7 | EPA200.2 | 20.0 | 0.430 |
| 7440-09-7 | POTASSIUM | liquid | EPA200.7 | EPA200.2 | 1000 | 240 |
| 7782-49-2 | SELENIUM | liquid | EPA200.7 | EPA200.2 | 5.00 | 1.10 |
| 7440-21-3 | SILICON | liquid | EPA200.7 | EPA200.2 | 50.0 | 21.0 |
| 7440-22-4 | SILVER | liquid | EPA200.7 | EPA200.2 | 10.0 | 1.00 |
| 7440-23-5 | SODIUM | liquid | EPA200.7 | EPA200.2 | 1000 | 26.0 |
| 7440-28-0 | THALLIUM | liquid | EPA200.7 | EPA200.2 | 10.0 | 1.70 |
| 7440-61-1 | URANIUM | liquid | EPA200.7 | EPA200.2 | 200 | 23.0 |
| 7440-62-2 | VANADIUM | liquid | EPA200.7 | EPA200.2 | 10.0 | 0.420 |
| 7440-66-6 | ZINC | liquid | EPA200.7 | EPA200.2 | 20.0 | 0.520 |
| | | | | | | |
| 7429-90-5 | ALUMINUM | liquid | EPA200.8 | EPA200.2 | 50.00 | 3.50 |
| 7440-36-0 | ANTIMONY | liquid | EPA200.8 | EPA200.2 | 0.30 | 0.02 |
| 7440-38-2 | ARSENIC | liquid | EPA200.8 | EPA200.2 | 2.00 | 0.18 |
| 7440-39-3 | BARIUM | liquid | EPA200.8 | EPA200.2 | 1.00 | 0.09 |
| 7440-41-7 | BERYLLIUM | liquid | EPA200.8 | EPA200.2 | 0.50 | 0.04 |
| 7440-42-8 | BORON | liquid | EPA200.8 | EPA200.2 | 50.00 | 0.70 |
| 7440-43-9 | CADMIUM | liquid | EPA200.8 | EPA200.2 | 0.30 | 0.03 |
| 7440-70-2 | CALCIUM | liquid | EPA200.8 | EPA200.2 | 1000.00 | 87.00 |
| 7440-45-1 | CERIUM | liquid | EPA200.8 | EPA200.2 | 0.30 | 0.02 |
| 7440-47-3 | CHROMIUM | liquid | EPA200.8 | EPA200.2 | 10.00 | 0.32 |
| 7440-48-4 | COBALT | liquid | EPA200.8 | EPA200.2 | 1.00 | 0.02 |
| 7440-50-8 | COPPER | liquid | EPA200.8 | EPA200.2 | 10.00 | 0.16 |
| 7439-89-6 | IRON | liquid | EPA200.8 | EPA200.2 | 100.00 | 0.65 |
| 7439-91-0 | LANTHANUM | liquid | EPA200.8 | EPA200.2 | 0.30 | 0.03 |
| 7439-92-1 | LEAD | liquid | EPA200.8 | EPA200.2 | 0.50 | 0.02 |
| 7439-95-4 | MAGNESIUM | liquid | EPA200.8 | EPA200.2 | 100.00 | 14.00 |
| 7439-96-5 | MANGANESE | liquid | EPA200.8 | EPA200.2 | 2.00 | 0.08 |
| 7440-00-8 | NEODYMIUM | liquid | EPA200.8 | EPA200.2 | 0.30 | 0.04 |
| 7440-02-0 | NICKEL | liquid | EPA200.8 | EPA200.2 | 5.00 | 0.14 |

Fee Schedule

| | | | | | |
|---------------------|--------|----------|----------|---------|--------|
| 7440-09-7 POTASSIUM | liquid | EPA200.8 | EPA200.2 | 1000.00 | 57.00 |
| 7782-49-2 SELENIUM | liquid | EPA200.8 | EPA200.2 | 1.00 | 0.12 |
| 7440-22-4 SILVER | liquid | EPA200.8 | EPA200.2 | 0.10 | 0.01 |
| 7440-23-5 SODIUM | liquid | EPA200.8 | EPA200.2 | 1000.00 | 22.00 |
| 7440-28-0 THALLIUM | liquid | EPA200.8 | EPA200.2 | 0.20 | 0.02 |
| 7440-61-1 URANIUM | liquid | EPA200.8 | EPA200.2 | 0.10 | 0.01 |
| 7440-62-2 VANADIUM | liquid | EPA200.8 | EPA200.2 | 1.00 | 0.03 |
| 7440-66-6 ZINC | liquid | EPA200.8 | EPA200.2 | 20.00 | 0.22 |
| 7439-97-6 MERCURY | LIQUID | EPA245.1 | METHOD | 0.200 | 0.0600 |

Memorandum



Buckman Direct Diversion

Date: June 6, 2019
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *mlr*
Subject: Policy with American Alternative Insurance Corp.

ITEM AND ISSUE:

Request for approval to accept an insurance policy with American Alternative Insurance Corp. for the BDDDB insurance coverage including real property for a premium of \$131,948.

BACKGROUND AND SUMMARY:

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

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

In 2017, the BDD Board retained Daniels Insurance, Inc. to serve as its **Agent/Broker of Record** for the purpose of providing insurance coverage services.

Daniels currently has the following policies in place with American Alternative Insurance, with an effective date of July 1, 2018 to July 1, 2019 for a premium of \$131,642.

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

Daniels has re-marketed the account for the next policy period, effective July 1, 2019 to July 1, 2020.

EVALUATION:

Daniels approached 6 companies for competitive bids; however only 1 company other than incumbent company were able to provide competitive bids based on all expiring premiums. The closest bid was received from Travelers Insurance at \$133,374 with inferior terms and conditions.



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

| Coverage | American Alternative |
|-----------------------------|----------------------------|
| | 2019-2020 |
| | AM Best Rating A+XV |
| Property/Boiler Premium | incl |
| Equipment | incl |
| Commercial Crime | incl |
| Cyber Liability | incl |
| General Liability | incl |
| Automobile | Incl |
| Public Officials | Incl |
| Umbrella | Incl |
| Total Annual Premium | \$ 131,948 |

Daniels Insurance negotiated coverage and deductibles with American Alternative, as shown below, with a minimal premium increase of \$306.00.

| Coverage | American Alternative |
|--|---|
| Real Property, amount of coverage | \$186,279,729 |
| Deductible (Buildings/Personal Property) | \$50,000/\$5,000 |
| Equipment Breakdown (Boiler & Machinery) | \$100,000,000 |
| Software | \$500,000 |
| General Liability | \$1,000,000/\$3,000,000 (\$5,000 deductible) |
| Cyber Liability | \$1,000,000 (no deductible) |
| Public Officials Liability | \$1,000,000/\$3,000,000 (\$10,000 deductible) |
| Flood/Earthquake Coverage | \$5,000,000/\$1,000,000 |
| Flood Deductibles | \$75,000 |
| Earthquake Deductibles | \$75,000 |
| Failure to Supply | \$1,000,000/\$3,000,000 |
| Excess Liability | \$5,000,000 Including "Failure to Supply" |
| Business Auto | \$1,000,000 |
| Auto Comprehensive Deductible | \$1,000 |
| Auto Collision Deductible | \$1,000 |

Memorandum



Buckman Direct Diversion

ACTION REQUESTED:

Based on the proposal provided, staff recommends the BDD Board accept the policy with American Alternative at an annual premium rate of \$131,948. Funding is available in the approved FY19/20 operating budget.

BU/LI: General Liability Assessments 7280000.555250.900030

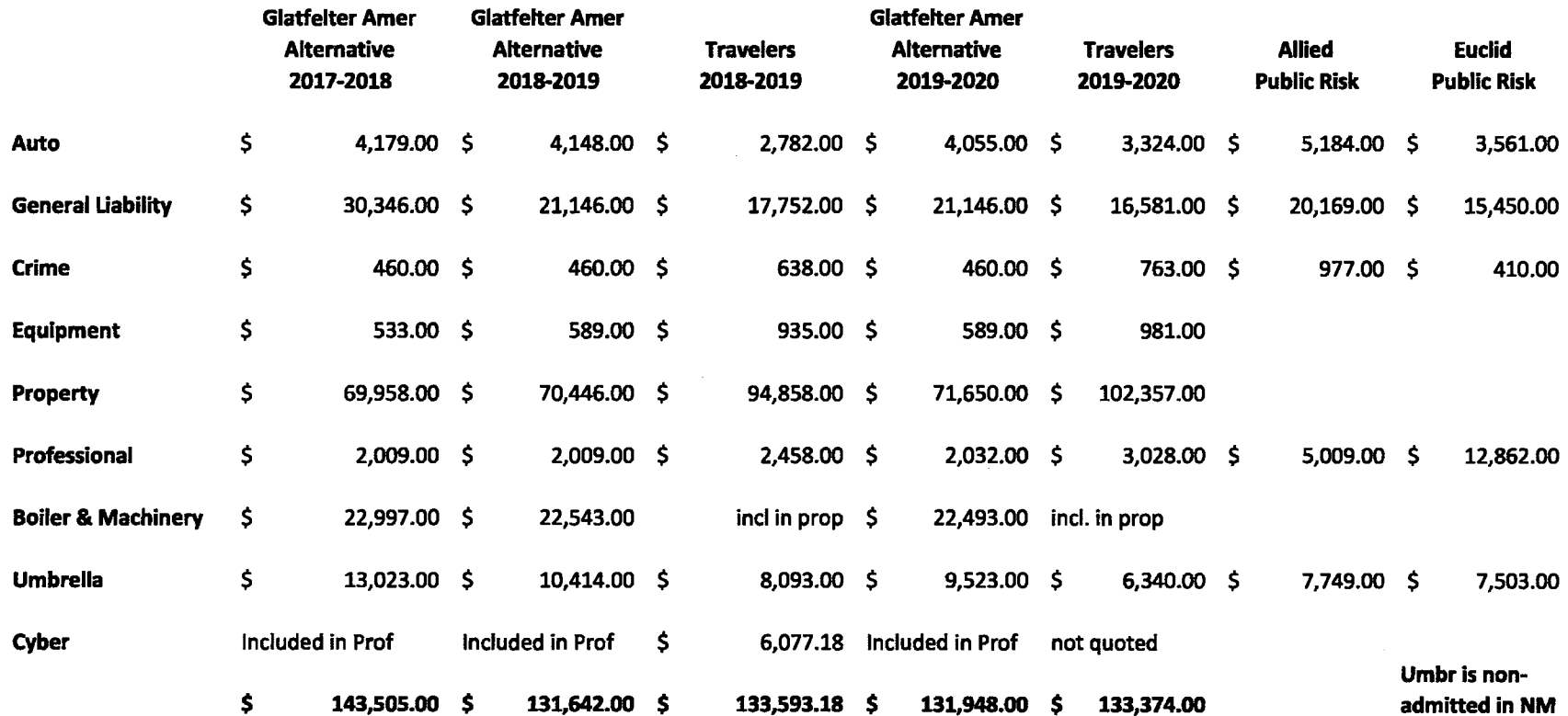
Approved by BDDDB June 6, 2019

Commissioner Anna T. Hamilton, BDDDB Chair

ATTACHMENTS

- Premium Comparison Summary (Amounts by coverage)
- Acceptance of Proposal





PAYMENT OPTIONS

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

- Prepaid/Full Pay

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

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

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

Signature:

Insured: Buckman Direct Diversion Board

By: _____

Date: _____

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

Email

Mail

In Person

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

Email

Mail

In Person



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

Date TK

Michelle Lujan-Grisham
Governor of the State of New Mexico
490 Old Santa Fe Trail Room 400
Santa Fe, NM 87501

James C. Kenney
Secretary, New Mexico Environment Department
Harold Runnels Building
1190 St. Francis Dr. Suite N4050
Santa Fe, NM 87505

Subject: Buckman Direct Diversion Project Board Water Quality Priorities

Dear Governor Lujan-Grisham and Secretary Kenney:

The Buckman Direct Diversion Project (the “BDD”) is a joint water supply project of the City of Santa Fe and Santa Fe County. The BDD diverts its share of San Juan-Chama Project water and native pre-1907 New Mexico water rights from the Rio Grande and treats it to drinking water standards for delivery to the Santa Fe regional water customers. Physically, the BDD is located at the end of Buckman Road on the Rio Grande below Otowi gage, and is downstream of the cities of Espanola and Los Alamos as well as a portion of Los Alamos National Laboratory that is in the LA/Pueblo canyon watershed. Due to its location on the Rio Grande the BDD has unique concerns regarding the water quality of the Rio Grande and runoff coming from the Pajarito Plateau, where the City of Los Alamos and the Los Alamos National Laboratory (LANL) are located.

Currently, the BDD relies on a combination of mechanisms to monitor and ensure the safety of the water quality of the surface waters of the Rio Grande and the water that is diverted by the BDD for production of drinking water. Among these mechanisms are the Order on Consent between Los Alamos National Laboratory and the New Mexico Environment Department, a Memorandum of Understanding between the BDD Board and Los Alamos National Laboratories (“BDDDB-LANL MOU”) to monitor surface water flows from the LA/Pueblo canyon watershed which is known to contain legacy wastes; and Rio Grande water quality monitoring under the State’s water quality criteria for this stretch of the Rio Grande. With this combination the BDD has been able to operate safely, and has consistently produced high quality drinking water for its customers. Under the Early Notification System (ENS) as described by the BDDDB-LANL MOU the BDD has had to cease diversions when it received notification that potentially contaminated surface water from the Pajarito Plateau canyons would reach the Rio Grande upstream of the BDD.

Monitoring of the Rio Grande by the Environment Department has resulted in the 2016-2018 Clean Water Act Section 303 Integrated Report (IR) Category of ‘5/5C’ which indicates “available data and/or information indicate that at least one designated or existing use is not

being supported but additional data are necessary to verify the listing before TMDLs are scheduled.” Furthermore, the last Integrated List for Rio Grande Section 20.6.4.114, between Cochiti Reservoir and San Ildefonso boundary reveals “not supporting’ attainment for 5 separate uses including irrigation (IRR), livestock watering (LW), marginal coldwater aquatic life (MCWAL), warmwater aquatic life (WWL) and wildlife habitat (WH). The Environment Department has several tools that should be used to address these violations.

We request that the New Mexico Environment Department enforce the State Water Quality Control Act, strengthen its monitoring and regulation of water quality of the Rio Grande section between Cochiti Reservoir and San Ildefonso. IN addition, we request the Environment Department establish a Total Maximum Daily Load (TMDL) limit or equivalent on contaminants in its upcoming Triennial review. We will submit a formal petition to this effect and plan on supporting the request in the review process.

We request that the New Mexico Environment Department continue to engage with Los Alamos National Laboratory on the Order on Consent and return to the structure, scope and clean up implementation program as described in the 2005 Order on Consent.

Finally, we ask that the NMED support the re-establishment of a monitoring station at the E109.9 location in LA/Pueblo canyon.

The BDD Board welcomes the opportunity to discuss these matters further with both of you, and appreciates your support and commitment to improving the surface water quality of the Rio Grande, the lifeblood of New Mexico.

Sincerely,

Santa Fe County Commissioner
Chair, Buckman Direct Diversion Board

On behalf of the Buckman Direct Diversion Board:

Date TBD

Senator Tom Udall
531 Hart Senate Office Building
Washington DC, 20510

Subject: Buckman Direct Diversion Project Water Quality and LANL Cleanup Priorities

Dear Senator Udall:

The Buckman Direct Diversion Project (the "BDD") is a joint water supply project of the City of Santa Fe and Santa Fe County. The BDD diverts its share of San Juan-Chama Project water and native pre-1907 New Mexico water rights from the Rio Grande and treats it to drinking water standards for delivery to the Santa Fe regional water customers. Physically, the BDD is located at the end of Buckman Road on the Rio Grande below Otowi gage, and is downstream of the cities of Espanola and Los Alamos as well as a portion of Los Alamos National Laboratory that is in the LA/Pueblo canyon watershed. Due to its location on the Rio Grande the BDD has unique concerns regarding the water quality of the Rio Grande and runoff coming from the Pajarito Plateau, where the City of Los Alamos and the Los Alamos National Laboratory (LANL) are located.

Currently, the BDD relies on a combination of mechanisms to monitor and ensure the safety of the water quality of the surface waters of the Rio Grande and the water that is diverted by the BDD for production of drinking water. Among these mechanisms are the Order on Consent between Los Alamos National Laboratory and the New Mexico Environment Department, a Memorandum of Understanding between the BDD Board and Los Alamos National Laboratories ("BDDB-LANL MOU") to monitor surface water flows from the LA/Pueblo canyon watershed which is known to contain legacy wastes; and Rio Grande water quality monitoring under the State's water quality criteria for this stretch of the Rio Grande. With this combination the BDD has been able to operate safely, and has consistently produced high quality drinking water for its customers. Under the Early Notification System (ENS) as described by the BDDB-LANL MOU the BDD has had to cease diversions when it received notification that potentially contaminated surface water from the Pajarito Plateau canyons would reach the Rio Grande upstream of the BDD.

To protect the BDD, and its ability to divert its share of San Juan-Chama Project water from the Rio Grande we request that you seek additional funding, and identify additional cleanup priorities at LANL that will prevent contaminated runoff from LANL legacy waste from reaching the Rio Grande.

Sincerely,

Santa Fe County Commissioner
Chair, Buckman Direct Diversion Board

On behalf of the Buckman Direct Diversion Board:

DRAFT

Date TBD

Congressman Ben Ray Lujan
2323 Rayburn HOB
Washington, D.C. 2051

Subject: Buckman Direct Diversion Project Water Quality and Cleanup Priorities

Dear Congressman Lujan:

The Buckman Direct Diversion Project (the “BDD”) is a joint water supply project of the City of Santa Fe and Santa Fe County. The BDD diverts its share of San Juan-Chama Project water and native pre-1907 New Mexico water rights from the Rio Grande and treats it to drinking water standards for delivery to the Santa Fe regional water customers. Physically, the BDD is located at the end of Buckman Road on the Rio Grande below Otowi gage, and is downstream of the Cities of Espanola and Los Alamos as well as a portion of Los Alamos National Laboratory that is in the LA/Pueblo canyon watershed. Due to its location on the Rio Grande the BDD has unique concerns regarding the water quality of the Rio Grande and runoff coming from the Pajarito Plateau, where the City of Los Alamos and the Los Alamos National Laboratory (LANL) are located.

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To protect the BDD, and its ability to divert its share of San Juan-Chama Project water from the Rio Grande we request that you seek additional funding, and identify additional cleanup priorities at LANL that will prevent contaminated runoff from LANL legacy waste from reaching the Rio Grande.

Sincerely,

Santa Fe County Commissioner
Chair, Buckman Direct Diversion Board

On behalf of the Buckman Direct Diversion Board:

DRAFT

Vice Chair Representative Debra Haaland
Representative Xochitl Torres-Small
United States Congress
House Armed Service Committee
Washington, D.C.

The Honorable Rick Perry
United States Department of Energy Secretary
1000 Independence Avenue
Washington, D.C. 20585

Honorable Bruce Hamilton, Acting Chair
Defense Nuclear Facilities Safety Board
625 Indiana Ave, NW, Suite 700
Washington, D.C. 20004

Date: TK, 2019

Re: Suspension of DOE Order 140.1

The Buckman Direct Diversion Project (the “BDD”) is a joint water supply project of the City of Santa Fe and Santa Fe County, New Mexico. The BDD diverts its share of U.S. Bureau of Reclamation San Juan-Chama Project water and native pre-1907 New Mexico water rights from the Rio Grande River and treats it to drinking water standards for delivery to Santa Fe regional water customers. Physically, the BDD is located on the Rio Grande and is downstream of the cities of Espanola and Los Alamos, as well as the portion of Los Alamos National Laboratory that is in the Los Alamos/Pueblo canyon watershed. Due to its location on the Rio Grande the BDD has unique concerns regarding the water quality of the Rio Grande and the contributing runoff from the ephemeral streams of the Pajarito Plateau, where the City of Los Alamos and the Los Alamos National Laboratory (the “LANL”) are located.

The BDD Board has very serious concerns about the potential effects of DOE Order 140.1 on the Defense Nuclear Facility Safety Board (the “DNFSB”) and the ability of the DNFSB to perform its critical statutory duty.

In order to fulfill its mission, the DNFSB must have access to a range of information regarding the design, construction, and operation of defense nuclear facilities such as the LANL. However, Order 140.1 would improperly impede the DNFSB’s ability to obtain the information the it needs from DOE staff and DOE contractors in order to fulfill its statutory mandate. In particular, Order 140.1 could result in DOE or DOE contractors improperly restricting access to and information about defense nuclear facilities to the DNFSB.

Please note that the enabling statute for the DNFSB at 42 U.S.C. Section 2286c(a), mandates that the Secretary of the Department of Energy “shall fully cooperate with the Board and provide the Board with ready access to such facilities, personnel, and information as the Board considers necessary to carry out its responsibilities under this subchapter.” It stands to reason that this statutory requirement is there to ensure that the Board, its staff, and inspectors get the information and access they deem necessary to fulfill the DNFSB’s mission. However, the following provisions of Order 140.1 appear to be in conflict with this statutory requirement for cooperation.

First, the Order at Paragraph 4(b)(2)(b) authorizes DOE “Departmental Elements” acting at the direction of the Secretary or the Secretary’s designee, to deny access to information “where the person requesting the information does not need such access in connection with his/her duties.” This provision appears to grant the Secretary or the Secretary’s designee blanket power to unilaterally determine what information the DNFSB needs to know to perform its independent advisory function.

Second, the Order at Paragraph 4(b)(2) appears to improperly limit DNFSB access to only “completed documents” in two key areas. One is where the documents contain DOE decisions on the safe design and operations of defense nuclear facilities, with examples given of safety basis documents, safety evaluation reports, and design, construction, and operation Standards. The other is where the documents “represent[] any event or practice at a defense nuclear facility which the DNFSB considers may adversely affect public health or safety”, with the example provided of “approved results of fact-finding review and investigations”. The obvious concern here is that DOE could deny DNFSB access to critical decisional and investigative documents indefinitely on the grounds that they are not yet completed or approved. This language could enable or even encourage stonewalling by DOE staff.

Third, the Order at Paragraph 4(b)(3) and 4(b)(4) could prevent DOE contractors from responding to otherwise proper requests for information or access by the DNFSB without formal authorization from a designated DOE representative. These provisions discourage transparency and are contrary to the spirit if not the letter of 42 U.S.C. Section 2286(c)(a). DNFSB inspectors should have unfettered and unfiltered access to DOE contractors and their employees at defense nuclear facilities.

Fourth, the Order at Paragraph 7(h) provides a restrictive definition of “public health and safety” that appears to conflict with the provisions of the DNFSB’s enabling act. In the Order, “public health and safety” is limited to the “health and safety of individuals located beyond the site boundaries of DOE sites with DOE Defense Nuclear Facilities.” The DNFSB’s enabling act in no way restricts the Board’s mission to advising the Secretary on protecting the public health and safety of individuals living and working outside a defense nuclear facility. 42 U.S.C. Section 2286(a)(a) in fact expressly states that the DNFSB’s mission is to inform and advise the Secretary “in providing adequate protection of public and safety at such defense nuclear facilities”, and not just outside the facilities.

The BDD Board recognizes the DNFSB’s track record in documenting and making recommendations on health and safety issues that have arisen within the site boundaries at LANL.

Sincerely,

Santa Fe County Commissioner
Chair, Buckman Direct Diversion Board

On behalf of the Buckman Direct Diversion Board:

Memorandum



Buckman Direct Diversion

Date: June 6, 2019
To: Buckman Direct Diversion Board
From: Nancy R. Long
Subject: Election of Vice Chair

ITEM AND ISSUE:

Election of Vice Chair to the Buckman Direct Diversion Board ("Board").

BACKGROUND AND SUMMARY:

At the April 2019 Board meeting, the Board elected Commissioner Hamilton as the Chair of the Board and Councilor Harris as the Vice Chair of the Board. Councilor Harris was not in attendance at the meeting and upon learning of his election, has declined the office. Therefore, it is necessary to elect another Vice Chair of the Board.

The Vice Chair must be a City Councilor since the Chair this next term is a County Commissioner. The remaining available non-alternate City Councilor is Councilor Ives.

ACTION REQUESTED:

It is recommended that the Board elect a Chairperson Pro-Tempore (Vice Chair) for the next term.



Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Rudy N. Garcia
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

January 9, 2019

Mr. Erik Litzenberg, City Manager
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504-0909

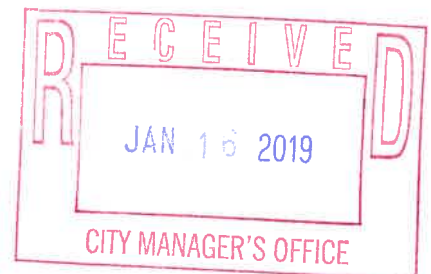
Dear Mr. Litzenberg:

Please accept this letter as notification of a change in the Santa Fe County appointments to the Buckman Direct Diversion (BDD) Board.

As per the Santa Fe Board of County Commission Meeting held on January 8, 2019, the Santa Fe County Commission made the following appointments:

Member: Commissioner Anna Hamilton, Chair
Telephone (505) 986-6205 Fax (505)995-2740
Email: athamilton@santafecountynm.gov
Address: Santa Fe County
P.O. Box 276
Santa Fe, New Mexico 87504
Staff Contact: Ms. Tina Salazar, Constituent Services Liaison
Telephone (505) 986-6319
Email: tsalazar@santafecountynm.gov

Member Commissioner Anna Hansen
Telephone (505) 986-6329 Fax (505)995-2740
Email: ahansen@santafecountynm.gov
Address: Santa Fe County
P.O. Box 276
Santa Fe, New Mexico 87504
Staff Contact: Ms. Sara Smith, Constituent Services Liaison
Telephone (505)986-6263
Email: ssmith@santafecountynm.gov



Alt. Member: Commissioner Henry Roybal, Vice- Chairman

Telephone (505)986-6200 Fax (505)995-2740

Email: hproybal@santafecountynm.gov

Address: Santa Fe County

P.O. Box 276

Santa Fe, New Mexico 87504

Staff Contact: Orlando Romero, Constituent Services Liaison

Telephone: (505)986- 6328

Email: oromero@santafecountynm.gov

Please feel free to contact me should you have any questions or if I may be of assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tony Flores', with a long horizontal stroke extending to the right.

Tony Flores,
Deputy County Manager