

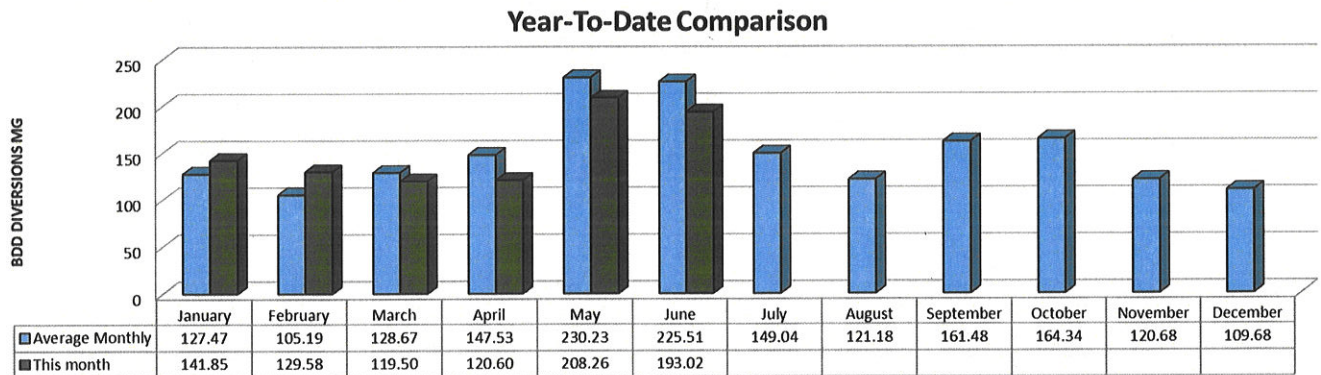




**Date:** July 2, 2020  
**To:** Buckman Direct Diversion Board  
**From:** Randy Sugrue, BDD Operations Superintendent  
**Subject:** Update on BDD Operations for the Month of June 2020

**ITEM:**

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of June 2020. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
  - a. Raw water diversions: 6.43 MGD.
  - b. Drinking water deliveries through Booster Station 4A/5A: 5.05 MGD.
  - c. Raw water delivery to Las Campanas at BS2A: 1.20 MGD.
  - d. Onsite treated and non-treated water storage: 0.18 MGD Average.
2. The BDD is providing approximately 42% percent of the water supply to the City and County for the month.
3. Regional Demand/Drought Summary.
4. The BDD year-to-date diversions are depicted below:

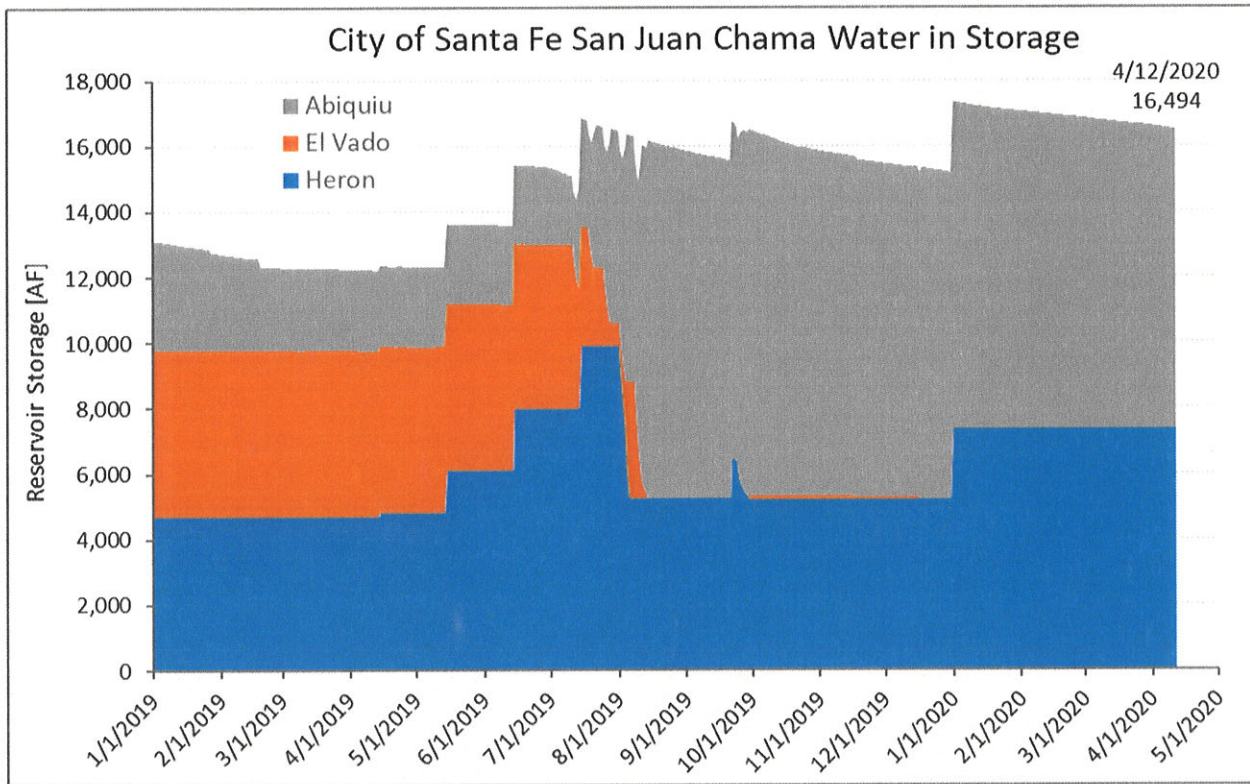




## Regional Water Overview

Daily metered regional water demand for the month of June 2020 is approximately 12 MGD for the city and 1.6 MGD for the county.

Rio Grande flows for June 2020 average approximately 1000 CFS (cubic feet per second.)



## ENSO Summary

June 11, 2020

Synopsis: There is a ~60% chance of ENSO-neutral during Northern Hemisphere summer 2020, with roughly equal chances (~40-50%) of La Niña or ENSO-neutral during the autumn and winter 2020-21. During May 2020, sea surface temperature (SST) anomalies were near-to-below average across the east-central and eastern equatorial Pacific (Fig. 1). All of the Niño indices decreased during the month, and the latest weekly Niño-3.4 index value was  $-0.4^{\circ}\text{C}$  (Fig. 2). Equatorial subsurface temperature anomalies (averaged across  $180^{\circ}$ - $100^{\circ}\text{W}$ ) decreased further during the first half of the month, but rebounded slightly toward the end of the month (Fig. 3). However, below-average subsurface temperatures prevailed east of the Date Line (Fig. 4). Also during the month, low-level wind anomalies were easterly across the east-central Pacific, while upper-level wind anomalies were westerly over the central Pacific. Tropical convection departures were weak, but were enhanced near Indonesia and suppressed over the Date Line and west-central Pacific (Fig. 5). Overall, the combined oceanic and atmospheric system remained consistent with ENSO-neutral.



## Buckman Direct Diversion Monthly SJC and Native Diversions

Jun-20							
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	438.797	134.433	0.000	304.364	298.249	6.115	2.759
FEB	385.360	207.046	0.000	178.314	178.314	0.000	1.679
MAR	364.592	192.426	0.000	172.165	172.165	0.000	1.621
APR	362.944	178.481	0.000	184.463	123.095	61.367	1.737
MAY	635.468	523.991	0.000	111.477	109.054	2.423	0.889
JUN	607.194	404.022	0.000	203.172	90.810	112.362	3.636
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
<b>TOTAL</b>	<b>2,794.354</b>	<b>1,640.399</b>	<b>0.000</b>	<b>1,153.955</b>	<b>971.688</b>	<b>182.267</b>	<b>12.320</b>

## In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	43.789	0.000	98.103	96.304	1.975	141.892
FEB	67.442	0.000	57.454	57.454	0.000	124.896
MAR	62.680	0.000	55.473	55.473	0.000	118.152
APR	58.137	0.000	59.435	39.733	19.808	117.572
MAY	170.681	0.000	35.812	33.155	0.737	206.493
JUN	131.603	0.000	66.180	29.580	36.600	197.783
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
<b>TOTAL</b>	<b>534.332</b>	<b>0.000</b>	<b>372.456</b>	<b>311.698</b>	<b>59.119</b>	<b>906.788</b>



Dec-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	327.677	56.671	0.000	271.007	271.007	0.000	2.483
FEB	278.357	71.266	0.000	207.090	207.090	0.000	1.908
MAR	134.335	88.610	0.000	45.725	45.725	0.000	3.498
APR	126.924	114.750	0.000	12.175	12.175	0.000	0.110
MAY	550.285	550.285	0.000	0.000	0.000	0.000	0.000
JUN	546.222	546.222	0.000	0.000	0.000	0.000	0.000
JUL	649.014	23.285	0.000	625.729	519.383	106.345	2.907
AUG	422.340	17.075	0.000	405.265	318.606	86.659	1.912
SEP	518.606	169.956	0.000	348.650	261.901	86.749	1.564
OCT	531.254	15.373	0.000	515.881	477.452	38.429	4.676
NOV	325.023	42.180	0.000	282.843	280.865	1.978	2.936
DEC	334.880	48.808	0.000	286.071	286.071	0.000	2.893
<b>TOTAL</b>	<b>4,744.916</b>	<b>1,744.482</b>	<b>0.000</b>	<b>3,000.434</b>	<b>2,680.275</b>	<b>320.160</b>	<b>24.886</b>

### In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	18.460	0.000	87.342	87.342	0.000	105.802
FEB	23.214	0.000	66.739	66.739	0.000	89.953
MAR	28.863	0.000	13.735	13.735	0.000	42.598
APR	37.378	0.000	3.924	3.924	0.000	41.302
MAY	179.246	0.000	0.000	0.000	0.000	179.246
JUN	177.923	0.000	0.000	0.000	0.000	177.923
JUL	7.585	0.000	201.598	167.635	34.262	209.183
AUG	5.562	0.000	130.586	102.846	27.974	136.148
SEP	55.360	0.000	112.401	84.384	28.017	167.762
OCT	5.008	0.000	166.279	154.168	12.409	171.287
NOV	13.739	0.000	91.045	90.407	0.638	104.785
DEC	15.899	0.000	92.109	92.109	0.000	108.008
<b>TOTAL</b>	<b>568.235</b>	<b>0.000</b>	<b>965.760</b>	<b>863.292</b>	<b>103.299</b>	<b>1,533.995</b>



## Buckman Direct Diversion Monthly SJC and Native Diversions

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	383.578	77.954	0.000	305.624	305.624	0.000	2.708
FEB	343.467	75.227	0.000	268.240	268.240	0.000	2.415
MAR	363.780	267.512	0.000	96.268	96.268	0.000	4.036
APR	662.407	569.253	0.000	93.154	93.154	0.000	3.898
MAY	941.240	209.538	0.000	731.702	615.366	116.336	8.171
JUN	912.903	30.894	0.000	882.009	740.070	141.939	8.707
JUL	905.897	0.000	0.000	905.897	816.188	89.709	4.255
AUG	678.383	1.466	0.000	676.917	676.917	0.000	6.087
SEP	694.411	0.000	0.000	694.411	694.411	0.000	6.404
OCT	608.789	0.000	0.000	608.789	599.228	9.560	5.805
NOV	404.616	82.390	0.000	322.226	316.641	5.585	3.196
DEC	369.186	2.966	0.000	366.220	366.220	0.000	3.392
<b>TOTAL</b>	<b>7,268.656</b>	<b>1,317.200</b>	<b>0.000</b>	<b>5,951.456</b>	<b>5,588.327</b>	<b>363.129</b>	<b>59.073</b>

### In Acre-Feet

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	77.954	0.000	302.916	302.916	0.000	380.870
FEB	75.227	0.000	265.825	265.825	0.000	341.052
MAR	267.512	0.000	92.231	92.231	0.000	359.744
APR	569.253	0.000	89.256	89.256	0.000	658.509
MAY	209.538	0.000	723.531	608.494	115.037	933.069
JUN	30.894	0.000	873.302	732.764	140.538	904.196
JUL	0.000	0.000	900.737	811.539	89.198	900.737
AUG	1.466	0.000	670.830	670.830	0.000	672.295
SEP	0.000	0.000	688.007	688.007	0.000	688.007
OCT	0.000	0.000	602.984	593.515	9.469	602.984
NOV	82.390	0.000	319.030	313.500	5.530	401.420
DEC	2.966	0.000	362.829	362.829	0.000	365.794
<b>TOTAL</b>	<b>1,317.200</b>	<b>0.000</b>	<b>5,891.477</b>	<b>5,531.706</b>	<b>359.772</b>	<b>7,208.677</b>



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
<b>TOTAL</b>	<b>6,005.614</b>	<b>1,580.910</b>	<b>15.069</b>	<b>4,409.635</b>	<b>4,107.705</b>	<b>301.930</b>	<b>38.868</b>

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
<b>TOTAL</b>	<b>1,580.910</b>	<b>15.069</b>	<b>4,370.767</b>	<b>4,071.470</b>	<b>299.297</b>	<b>5,966.747</b>





# Memorandum



## Buckman Direct Diversion

**Date:** July 2, 2020  
**To:** Buckman Direct Diversion Board  
**From:** Mackie M. Romero, BDD Financial Manager *MR*  
**Subject:** Joint Funding Agreement with U.S. Geological Survey

### ITEM AND ISSUE:

Request for approval to enter into a Joint Funding Agreement (JFA) with the U.S. Geological Survey (USGS) in the amount \$51,386 for Fiscal Year 2021.

### BACKGROUND AND SUMMARY:

In June 2016 the Buckman Direct Diversion Board approved a Joint Funding Agreement with the U.S. Geological Survey, as part of an on-going project to install, operate and maintain monitoring station equipment.

The objective of the JFA was associated with the ENS program of the 2015 DOE & BDDDB MOU for determining cessation of the diversion due to Los Alamos Canyon flows. As being one of the best in the field, the USGS was approached with the request for installation of a BDD stream gage and a sediment monitoring station. Due to the high cost, the project was divided into phases for implementation:

- ✦ Phase I – Installation of a stream gage. (Completed June 2016)
  - Annual operation and maintenance cost \$19,100.00
- ✦ Phase II – Installation of sediment surrogate gage. (Completed June 2020)
  - Annual operation and maintenance cost \$32,286.00

This request is for the annual operation and maintenance of the gaging station at the Rio Grande. The USGS will also provide real-time estimates of suspended sediment, using turbidity as a surrogate. The data will provide estimates of instantaneous suspended sediment concentration, mean daily suspended sediment concentration, and mean daily suspended sediment load, as well as monthly discrete samples, and particle size data analyzed on the monthly integrated samples.

### ACTION REQUESTED:

Staff recommends approval of the Joint Funding Agreement with USGS in the amount of \$51,386. Funding is available in the approved FY 2021 operating budget.

BU/LI: Service Contracts 8000801.510310

Approved by BDDDB June 4, 2020

MUNIS Contract #3201965

Councilor JoAnne Vigil Coppler, BDDDB Chair



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506



Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 600003488  
Agreement #: 20RGJFA38  
Project #: RG00GVC  
TIN #: 85-6000168

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the July 1, 2020, by the U.S. GEOLOGICAL SURVEY, NEW MEXICO WATER SCIENCE CENTER, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the BUCKMAN DIRECT DIVERSION BOARD party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation and maintenance of two gages. The streamgaging station Rio Grande above Buckman Diversion (08313150) and the sediment surrogate gage (08313150 for estimated suspended sediment. USGS will also provide real-time estimates of suspended sediment, using turbidity as a surrogate. Deliverables to BDDDB are Estimates of instantaneous suspended sediment concentration, mean daily suspended sediment concentration, mean daily suspended sediment load, as well as monthly discrete samples, and particle size data analyzed on the monthly integrated samples, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period July 1, 2020 to June 30, 2021
- (b) \$51,386 by the party of the second part during the period July 1, 2020 to June 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0  
Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 600003488  
Agreement #: 20RGJFA38  
Project #: RG00GVC  
TIN #: 85-6000168

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Fletcher Brinkerhoff  
Address: 6700 Edith Blvd NE  
Albuquerque, NM 87113  
Telephone: (505) 830-7908  
Fax:  
Email: fbrinker@usgs.gov

**Customer Technical Point of Contact**

Name: Daniela Bowman  
Address: 341 Caja del Rio Road  
Santa Fe, NM 87506  
Telephone: (505) 955-4504  
Fax:  
Email: dkbowman@ci.santafe-nm.us

**USGS Billing Point of Contact**

Name: Esther Torrez  
Address: 6700 Edith Blvd NE  
Albuquerque, NM 87113  
Telephone: (505) 830-7909  
Fax: (505) 830-7950  
Email: mvaldez@usgs.gov

**Customer Billing Point of Contact**

Name: Mackie Romero  
Address: 341 Caja del Rio Road  
Santa Fe, NM 87506  
Telephone: (505) 955-4506  
Fax:  
Email: mmromero1@santafenm.gov

U.S. Geological Survey  
United States  
Department of Interior

Buckman Direct Diversion Board

Signature

By MICHAEL JOHNSON Digitally signed by  
MICHAEL JOHNSON  
Date: 2020.06.17  
10:58:20 -06'00' Date: 06/17/2020  
Name: Michael S. Johnson  
Title: Acting Director, New Mexico Water Science  
Center

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: JoAnne Vigil Coppler  
Title: Buckman Direct Diversion Board Chair

By Nancy R. Long Date: 6-19-2020  
Name: Nancy R. Long  
Title: BDD Legal Counsel

ATTEST

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Yolanda Y. Viqil  
Title: City Clerk  
File Date:



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

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

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

2 Name of Contractor U.S. Geological Survey

3 Complete information requested  Plus GRT

Inclusive of GR1

Original Contract Amount: \$51,386.00

Termination Date: June 30, 2021

Approved by BDDB Date: July 2, 2020

or by Facilities Manager Date: \_\_\_\_\_

**Contract is for:** To operate and maintain the stream and sediment gage equipment installed by the USGS.

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by BDDB Date: \_\_\_\_\_

or by Project Manager Date: \_\_\_\_\_

**Amendment is for:**

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

Inclusive of GR1

Amount \$ 51,386.00 of original Contract# \_\_\_\_\_ Termination Date: 6/30/2021

Reason: To operate and maintain gaging stations.

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 51,386





# Memorandum



## Buckman Direct Diversion

**Date:** July 2, 2020  
**To:** Buckman Direct Diversion Board  
**From:** Mackie M. Romero, BDD Financial Manager *MR*  
**Subject:** Amendment No. 5 Alpha Southwest, Inc.

### ITEM AND ISSUE:

Request for approval of Amendment No. 5 to the contract with Alpha Southwest for the BDD Raw Water Pump Project.

### BACKGROUND AND SUMMARY:

In 2016 the Buckman Direct Diversion Board awarded RFB '16/38/B "BDD Raw Water Pump Project" to Alpha Southwest, Inc. to construct and install four (4) raw water pumps at Booster Station 1A (BS1A) and four (4) raw water pumps at Booster Station 2A (BS2A) for a total contract amount of 1,009,472.50. The scope of work includes manufacturing, installation and testing of the eight new vertical turbine pumps with the use of the existing motors.

In 2017 a change order was approved in the amount of \$38,527.02 for the purpose of upgrading the thrust bearings in the existing motors. During the manufacturing phase it was determined the existing motors that were for the raw water pumps at BS2A needed extra high thrust bearings.

In 2018 a change order was approved in the amount of \$27,718.71 to correct the misalignment, including machining the pipe flanges and adjustment of pipe supports to allow for a satisfactory installation of the pump. The remainder of the change order was to allow the contractor to provide oil bath mechanical seals instead of a stuffing box with packing rings. This change order was for one pump.

In 2019 a change order was approved in the amount of \$68,974.37 to continue with the oil lubricated mechanical seal setups with an added heavy seal to prevent any material getting to the new seal on three more pumps. In addition to the purchase of 4 vertical clamp couplings to allow for seal replacement without pulling the electric motor and help stop vibration of the pump.

This request is to approve a change order to provide the funding to continue with the oil lubricated mechanical seal setup and the purchase of vertical clamp couplings for the remaining (4) four pumps at Booster Station 1A and 2A. This change order will increase the contract by \$74,719.32 plus NM Gross receipts tax for a total contract amount of \$1,226,957.82.

The BDDDB has authorized these expenditures from the Major Repair and Replacement fund. Therefore this request includes approval of a Budget Amendment Resolution (BAR) to cover the additional cost.



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506



**ACTION REQUESTED:**

Staff recommends approval of Amendment No. 5 to the contract with Alpha Southwest, Inc. to increase the contract amount by \$74,719.32 for a total amount of \$1,226,957.82 and approval of the Budget Adjustment Resolution (BAR) from the Major Repair and Replacement Fund.

BU/LI: Service Contracts 8000825.570550

MUNIS Contract #3201557 (Change Order 1)

Approved by BDDDB July 2, 2020

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Councilor JoAnne Vigil Coppler, BDDDB Chair



**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 5 TO THE  
AGREEMENT WITH ALPHA SOUTHWEST, INC.**

This AMENDMENT No. 5 (the "Amendment") to the Agreement between Owner and Contractor dated August 4, 2016, and subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Alpha Southwest, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

**RECITALS**

**WHEREAS**, under the terms of the Agreement, Contractor agreed to provide professional services to the BDDDB to remove, construct and install four (4) raw water pumps for the Buckman Direct Diversion's Booster Pump Stations 1A and 2A, pursuant to Bid No. 16/38/B for the BDD Raw Water Pump Project ("the Bid");

**WHEREAS**, the Bid contained Alternative Bid Items which included up to four (4) additional pumps that could be purchased by the BDDDB within one year of the Agreement;

**WHEREAS**, pursuant to Amendment No. 1 to the Agreement, the BDDDB elected to purchase four (4) additional pumps as provided for in the Alternate Bid Items;

**WHEREAS**, pursuant to Amendment No. 2 to the Agreement, the BDDDB approved a change order request for parts needed in the construction of the four (4) 2A raw water pumps for the BDD Raw Water Pump Project;

**WHEREAS**, pursuant to Amendment No. 3 to the Agreement, the BDDDB approved a change order request, related to field conditions at one pump installation and two modifications to the proposed sealing system for the BDD Raw Water Pump Project; and to extend the time of completion;

**WHEREAS**, pursuant to Amendment No. 4 to the Agreement, the BDDDB approved a change order request, related to changes to the sealing system at three (3) pump installations and changes to the vertical clamp couplings of four (4) pumps for the BDD Raw Water Pump Project; and to extend the time of completion;

**WHEREAS**, Contractor has submitted a request for a change order, related to changes to the sealing system at four (4) pump installations and changes to the vertical clamp couplings of four (4) pumps for the BDD Raw Water Pump Project; and to extend the time of completion;

**WHEREAS**, the BDDDB wishes to approve the change request and increase the Contract Sum in Article 4, paragraph 4.1;

**WHEREAS**, pursuant to Article 10.22 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. Change Order**

The change order request for necessary parts and labor in the amount of Seventy-Four Thousand Seven Hundred Nineteen and .32/100 Dollars (\$74,719.32) plus applicable gross receipts tax and to extend the time of completion to June 30, 2021 is approved.

**2. Contract Sum**

Article 4, Contract Sum, of the Agreement is amended so that Article 4, paragraph 4.1 reads in its entirety as follows:

4.1 The Owner shall pay Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of One Million Two Hundred Twenty-Six Thousand Nine Hundred Fifty Seven and .82/100 Dollars (\$1,226,957.82).

The Contract Sum is determined as follows:

Base Bid Price	
(Increased by Bid Alternate Amendment No. 1)	<u>\$ 932,000.00</u>
Change Order No. 1 (Amendment No. 2)	<u>\$ 35,570.25</u>
Change Order No. 2 (Amendment No. 3)	<u>\$ 25,591.42</u>
Change Order No. 3 (Amendment No. 4)	<u>\$ 63,607.49</u>
Change Order No. 4 (Amendment No. 5)	<u>\$ 74,719.32</u>
Gross Receipts (8.4375%) Tax	<u>\$ 95,469.34</u>
<b>TOTAL:</b>	<b><u>\$1,226,957.82</u></b>

**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. 5 to the Agreement as of the dates set forth below.

**BUCKMAN DIRECT DIVERSION BOARD**

By: \_\_\_\_\_  
JoAnne Vigil Coppler, BDDB Chair

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Nancy R. Long, BDDB Counsel

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk

File Date: \_\_\_\_\_

**CONTRACTOR:**  
**Alpha Southwest, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

New Mexico Tax & Revenue

CRS# \_\_\_\_\_

City of Santa Fe Business

Registration # \_\_\_\_\_



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

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

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

2 Name of Contractor Alpha Southwest, Inc.

3 Complete information requested  Plus GRT  
 Inclusive of GR1

Original Contract Amount: \$504,736.25

Termination Date: June 30, 2017

Approved by BDDB Date: August 4, 2016

or by Facilities Manager Date: \_\_\_\_\_

**Contract is for:** To manufacture, test and install (4) four verticle turbine pumps.

Amendment # 5 to the Original Contract# 16-0769

Increase/(Decrease) Amount \$ 74,719

Extend Termination Date to: June 30, 2021

Approved by BDDB Date: July 2, 2020

or by Project Manager Date: \_\_\_\_\_

**Amendment is for:** To approve change order request and extend term of completion.

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GR1

Amount \$ 504,736.25 of original Contract# 16-0769 Termination Date: 6/30/2017

Reason: To manufacture and install 4 verticle turbine pumps.

Amount \$ 504,736.25 amendment # 1 Termination Date: 6/30/2017

Reason: To purchase 4 additional verticle turbine pumps

Amount \$ 38,527.08 amendment # 2 Termination Date: 6/30/2018

Reason: Upgrade the trust bearing in the existing motors (change order)

Amount \$ 27,718.71 amendment # 3 Termination Date: 6/30/2019

Reason: Change Order for modifications to comlete one pump installation

Amount \$ 68,974.37 amendment # 4 Termination Date: 6/30/2020

Reason: Change Order to continue with modification on 3 additonal pumps

Amount \$ 74,719.32 amendment # 5 Termination Date: 6/30/2021

Reason: Change Order to continue with modification on 4 additonal pumps

Total of Original Contract plus all amendments: \$ 1,219,412



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

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

RFP# 16/36/B Date: August 4, 2016

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** Year 5 of 8 year construction contract  
example: (First year of 8 year contract)

\_\_\_\_\_  
**Purchasing Approval**

**7 Funding Source:** BDD Major Repair & Replacement **BU/Line Item:** 8000825.570550

\_\_\_\_\_  
**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 Finance Manager

Phone # 505-955-4506

**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**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/27/2019

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Cress Insurance Consultants 6101 Moon St. NE Suite 1000 Albuquerque, NM 87111 Ray Strom	CONTACT NAME: Ray Strom	PHONE (A/C No, Ext): 505-822-8114	FAX (A/C No): 505-822-0341
	E-MAIL ADDRESS: rstrom@cressinsurance.com		
INSURED Alpha Southwest, Inc. P O Box 9263 Albuquerque, NM 87119	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Fire Ins of Hartford		20478
	INSURER B: Continental Casualty Company		20443
	INSURER C: Liberty Mutual Insurance		23043
	INSURER D: Valley Forge Insurance Co		20508
	INSURER E: Columbia Casualty		20427
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 SUBR INSD / 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		5093812966	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
E	<input checked="" type="checkbox"/> Prof E&O  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		6018485129	06/02/2019	06/02/2020	MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAS57514880 - TX	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<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 \$ 10000		5093778091	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	5093848947	10/01/2019	10/01/2020	<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
C	Equipment Floater		BMW57358623	10/01/2019	10/01/2020	Lease/Ren 400,000
C	Install Floater*		BMW57358623	10/01/2019	10/01/2020	Limit 500,000

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

CERTIFICATE HOLDER	MISCEL1	CANCELLATION
Buckman Direct Diversion 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 <i>Bruce V. ...</i>

Log # <i>{Finance use only}</i> :	
Batch # <i>{Finance use only}</i> :	

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

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion	DATE 7/2/2020
--	------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b><u>EXPENDITURES</u></b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
System Equipment	8000825	570550		82,265	
<b><u>REVENUES</u></b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>

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

To authorize funds from the Major Repair and Replacement Fund.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
801	(82,265)
<b>TOTAL:</b>	<b>(82,265)</b>

BDDDB Approved 07/02/2020

Mackie Romero	7/2/2020	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	<b><u>CITY COUNCIL APPROVAL</u></b>	Budget Officer
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i>
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>
		City Council Approval Date	
		Agenda Item #:	



**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 4 TO THE  
AGREEMENT WITH ALPHA SOUTHWEST, INC.**

This AMENDMENT No. 4 (the "Amendment") to the Agreement between Owner and Contractor dated August 4, 2016, and subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Alpha Southwest, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

**RECITALS**

**WHEREAS**, under the terms of the Agreement, Contractor agreed to provide professional services to the BDDDB to remove, construct and install four (4) raw water pumps for the Buckman Direct Diversion's Booster Pump Stations 1A and 2A, pursuant to Bid No. 16/38/B for the BDD Raw Water Pump Project ("the Bid");

**WHEREAS**, the Bid contained Alternative Bid Items which included up to four (4) additional pumps that could be purchased by the BDDDB within one year of the Agreement;

**WHEREAS**, pursuant to Amendment No. 1 to the Agreement, the BDDDB elected to purchase four (4) additional pumps as provided for in the Alternate Bid Items;

**WHEREAS**, pursuant to Amendment No. 2 to the Agreement, the BDDDB approved a change order request for parts needed in the construction of the four (4) 2A raw water pumps for the BDD Raw Water Pump Project;

**WHEREAS**, pursuant to Amendment No. 3 to the Agreement, the BDDDB approved a change order request, related to field conditions at one pump installation and two modifications to the proposed sealing system for the BDD Raw Water Pump Project; and to extend the time of completion;

WHEREAS, Contractor has submitted a request for a change order, related to changes to the sealing system at three (3) pump installations and changes to the vertical clamp couplings of four (4) pumps for the BDD Raw Water Pump Project; and to extend the time of completion;

WHEREAS, the BDDDB wishes to approve the change request and increase the Contract Sum in Article 4, paragraph 4.1;

WHEREAS pursuant to Article 10.22 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. **Change Order**

The change order request for necessary parts and labor in the amount of Sixty-Three Thousand Six Hundred Seven and .49/100 Dollars (\$63,607.49) plus applicable gross receipts tax and to extend the time of completion to June 30, 2020 is approved.

2. **Contract Sum**

Article 4, Contract Sum, of the Agreement is amended so that Article 4, paragraph 4.1 reads in its entirety as follows:

4.1 The Owner shall pay Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of One Million One Hundred Forty-Four Thousand Six Hundred Ninety-Two and .61/100 Dollars (\$1,144,692.61).

The Contract Sum is determined as follows:

Base Bid Price	
(Increased by Bid Alternate Amendment No. 1)	<u>\$ 932,000.00</u>
Change Order No. 1 (Amendment No. 2)	<u>\$ 35,570.25</u>
Change Order No. 2 (Amendment No. 3)	<u>\$ 25,591.42</u>
Change Order No. 3 (Amendment No. 4)	<u>\$ 63,607.49</u>
Gross Receipts (8.4375%) Tax	<u>\$ 87,923.45</u>
<b>TOTAL:</b>	<u><b>\$1,144,692.61</b></u>

**3. Agreement in Full Force**

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

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

**BUCKMAN DIRECT DIVERSION BOARD**

By: Anna T. Hamilton  
Commissioner Anna T. Hamilton,  
BDDDB Chair

Date: 12/05/19

ATTEST: Geraldine Salazar  
Geraldine Salazar, County Clerk

File Date: 12-30-2019

**CONTRACTOR:**  
Alpha Southwest, Inc.

By: [Signature]

Name: David M. Yarb

Title: Vice President

Date: 12/17/19



**APPROVED AS TO FORM:**  
Nancy R. Long  
Nancy R. Long, BDDDB Counsel

**APPROVED:**  
Mary T. McCoy  
Mary T. McCoy, City Finance Director

**ATTEST:**  
Yolanda Y. Vigil City Clerk aw

File Date: 5-13-20  
Received 5-13-20  
Business Unit/Line Item: 8000825.570550.BDD9925

ITEM # 18-1353

**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 3 TO THE  
AGREEMENT WITH ALPHA SOUTHWEST, INC.**

This AMENDMENT No. 3 (the "Amendment") to the Agreement between Owner and Contractor dated August 4, 2016, and subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Alpha Southwest, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

**RECITALS**

**WHEREAS**, under the terms of the Agreement, Contractor agreed to provide professional services to the BDDDB to remove, construct and install four (4) raw water pumps for the Buckman Direct Diversion's Booster Pump Stations 1A and 2A, pursuant to Bid No. 16/38/B for the BDD Raw Water Pump Project ("the Bid");

**WHEREAS**, the Bid contained Alternative Bid Items which included up to four (4) additional pumps that could be purchased by the BDDDB within one year of the Agreement;

**WHEREAS**, pursuant to Amendment No. 1 to the Agreement, the BDDDB elected to purchase four (4) additional pumps as provided for in the Alternate Bid Items;

**WHEREAS**, pursuant to Amendment No. 2 to the Agreement, the BDDDB approved a change order request for parts needed in the construction of the four (4) 2A raw water pumps for the BDD Raw Water Pump Project;

**WHEREAS**, Contractor has submitted a request for a change order, related to field conditions at one pump installation; two modifications to the proposed sealing system for the BDD Raw Water Pump Project; and to extend the time of completion.

WHEREAS, the BDDB wishes to approve the change request and increase the Contract Sum in Article 4, paragraph 4.1 and to extend the time for completion in Article 3, paragraph 3.1;

WHEREAS pursuant to Article 10.22 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDB and Contractor agree as follows:

1. **Change Order**

The change order request for necessary parts and labor in the amount of Twenty-Seven Thousand Seven Hundred Eighteen and .71/100 Dollars (\$27,718.71) plus applicable gross receipts tax and to extend the time of completion to June 30, 2019 is approved.

2. **Contract Sum**

Article 4, Contract Sum, of the Agreement is amended so that Article 4, paragraph 4.1 reads in its entirety as follows:

4.1 The Owner shall pay Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of One Million Seventy-Five Thousand Seven Hundred Eighteen and .24/100 Dollars (\$1,075,718.24).

The Contract Sum is determined as follows:

Base Bid Price (Increased by Amendment No. 1)	\$ 932,000.00
Change Order No. 1 (Amendment No. 2)	\$ 35,570.25
Change Order No. 2 (Amendment No. 3)	\$ 25,591.42
Bid Alternates (0 thru 0) Price	\$ 0
Gross Receipts (8.4375%) Tax	\$ 82,127.29
<b>TOTAL:</b>	<b>\$ 1,075,718.24</b>

3. **Time of Commencement and Substantial Completion**

Article 3, Time of Commencement and Substantial Completion, is amended to extend the time of completion of the Base Bid to June 30, 2019.

4. **Agreement in Full Force**

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

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

**[Remainder of Page Intentionally Left Blank;  
Signature Page Follows]**

**BUCKMAN DIRECT DIVERSION BOARD**

By: [Signature]  
Councilor Peter Ives, BDDDB Chair

Date: 10/4/2018

**CONTRACTOR:**  
**Alpha Southwest, Inc.**

By: [Signature]

Name: DAVID M. YAES

Title: Vice President

Date: 10/22/18

**APPROVED AS TO FORM:**

[Signature]  
Nancy R. Long, BDDDB Counsel

**APPROVED:**

[Signature]  
Mary T. McCoy, City Finance Director 12-5-18

**ATTEST:**

[Signature]  
Yolanda Y. Vigil, City Clerk

File Date: 12-11-18

Business Unit/Line Item: 72420.570550.991330



**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 2 TO THE  
AGREEMENT WITH ALPHA SOUTHWEST, INC.**

This AMENDMENT No. 2 (the "Amendment") to the Agreement between Owner and Contractor dated August 4, 2016, and subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Alpha Southwest, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

**RECITALS**

**WHEREAS**, under the terms of the Agreement, Contractor agreed to provide professional services to the BDDDB to remove, construct and install four (4) raw water pumps for the Buckman Direct Diversion's Booster Pump Stations 1A and 2A, pursuant to Bid No. 16/38/B for the BDD Raw Water Pump Project ("the Bid");

**WHEREAS**, the Bid contained Alternative Bid Items which included up to four (4) additional pumps that could be purchased by the BDDDB within one year of the Agreement;

**WHEREAS**, pursuant to Amendment No. 1 to the Agreement, the BDDDB elected to purchase four (4) additional pumps as provided for in the Alternate Bid Items;

**WHEREAS**, Contractor has submitted a request for a change order, for parts needed in the construction of the four (4) 2A raw water pumps for the BDD Raw Water Pump Project;

**WHEREAS**, the BDDDB wishes to approve the change request and increase the Contract Sum in Article 4, paragraph 4.1;

**WHEREAS** pursuant to Article 10.22 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. Change Order**

The change order request for parts needed in the construction of the four (4) 2A raw water pumps in the amount of Thirty-Five Thousand Five Hundred Seventy and .25/100 Dollars (\$35,570.25) plus applicable gross receipts tax is approved.

**2. Contract Sum**

Article 4, Contract Sum, of the Agreement is amended so that Article 4, paragraph 4.1 reads in its entirety as follows:

4.1 The Owner shall pay Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of One Million Forty-Seven Thousand Nine Hundred Ninety-nine and .52/100 Dollars (\$1,047,999.52).

The Contract Sum is determined as follows:

Base Bid Price	<u>\$ 932,000.00</u>
Change Order No. 1	<u>\$ 35,570.25</u>
Bid Alternates (0 thru 0) Price	<u>\$ 0</u>
Gross Receipts (8.3125%) Tax	<u>\$ 80,429.28</u>
<b>TOTAL:</b>	<u><b>\$1,047,999.53</b></u>

**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 Agreement as of the dates set forth below.

**BUCKMAN DIRECT DIVERSION BOARD**

By: C. Dominguez  
Carmichael Dominguez, BDDDB Chair

Date: 3.8.17

**CONTRACTOR:  
Alpha Southwest, Inc.**

By: Warren Ellis

Name: Warren Ellis

Title: Sales Manager

Date: 3/20/2017

**APPROVED AS TO FORM:**

Nancy R. Long  
Nancy R. Long, BDDDB Counsel

**APPROVED:**

Adam K. Johnson

ADAM K. JOHNSON, CITY FINANCE DIRECTOR

**ATTEST:**

Yolanda Y. Vigil cas  
Yolanda Y. Vigil, City Clerk

File Date: 4-12-17

Business Unit/Line Item \_\_\_\_\_

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

This AMENDMENT No. 1 (the "Amendment") to the Agreement between Owner and Contractor dated August 4, 2016, (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and Alpha Southwest, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

**RECITALS**

**WHEREAS**, under the terms of the Agreement, Contractor agreed to provide professional services to the BDDDB to remove, construct and install four (4) raw water pumps for the Buckman Direct Diversion's Booster Pump Stations 1A and 2A, pursuant to Bid No. 16/38/B for the BDD Raw Water Pump Project ("the Bid");

**WHEREAS**, the Bid contained Alternative Bid Items which included up to four (4) additional pumps that could be purchased by the BDDDB within one year of the Agreement;

**WHEREAS**, the BDDDB wishes to purchase the four (4) additional pumps as provided in the Alternative Bid Items, at this time;

**WHEREAS**, the General Conditions of the Agreement limit the warranty to be provided after final completion of the Project (including for the Alternative Bid Items);

**WHEREAS**, the warranty limitation is based upon conditions currently existing at the Buckman Direct Diversion facility due to the design and construction of the facility's intake structure; and

**WHEREAS**, pursuant to Article 10.22 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. The Work**

Article 2, The Work, paragraph 2.2 of the Agreement is amended, so that Article 2, paragraph 2.2 reads in its entirety as follows:

**2.2** The Work is located at Buckman Direct Diversion's Booster Pump Stations 1A and 2A, which are located approximately 17 miles northwest of Santa Fe, New Mexico.

The Work includes:

- a. Removing eight (total) existing vertical turbine pumps from two existing pump stations.
- b. Removing eight (total) electric motors from two existing pump stations and shipping those motors to a motor testing and repair facility. Those motors shall be returned to the Buckman Direct Diversion (BDD) and re-installed after service and testing.
- c. Manufacture, installation, startup and testing of eight (total) new vertical turbine pumps and all appurtenant equipment.
- d. All electrical and controls wiring and testing to make the new pumps completely operable with the existing system.
- e. It is understood that all mechanical, electrical and controls work will be performed by Contractor. It is also understood that BDD staff are familiar with the existing plant control systems and will assist Contractor with software programming changes necessary to make the system fully functional.
- f. The Work also consists of but is not limited to furnishing all equipment, labor and materials as required by the Owner.

**2. Contract Sum**

Article 4, Contract Sum, of the Agreement is amended so that Article 4, paragraph 4.1 reads in its entirety as follows:

**4.1** The Owner shall pay Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of One Million Nine Thousand Four Hundred Seventy-two and .50/100 Dollars (\$ 1,009,472.50).

The Contract Sum is determined as follows:

Base Bid Price	<u>\$ 932,000.00</u>
Bid Alternates (0 thru 0 )Price	<u>\$0</u>
Gross Receipts (8.3125%) Tax	<u>\$ 77,472.50</u>
TOTAL:	<u>\$1,009,472.50</u>

**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 Agreement as of the dates set forth below.

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;***

***SIGNATURE PAGE FOLLOWS]***

**BUCKMAN DIRECT DIVERSION BOARD**

By: C. Dominguez  
Carmichael Dominguez, BDDDB Chair

Date: 9.1.16

**CONTRACTOR:**  
Alpha Southwest, Inc.

By: Warren Ellis  
Alpha Southwest, Inc.

Name: Warren Ellis

Title: Sales Manager

Date: 9/15/2016

**APPROVED AS TO FORM:**

Nancy R. Long  
Nancy R. Long, BDDDB Counsel

**APPROVED:**

Oscar Rodriguez 9-20-2016  
Oscar Rodriguez, City Finance Director

**ATTEST:**

Yolanda Y. Vigil  
Yolanda Y. Vigil, City Clerk

File Date: 9-21-16

Business Unit/Line Item \_\_\_\_\_

BUCKMAN DIRECT DIVERSION BOARD  
RAW WATER PUMP PROJECT

**AGREEMENT BETWEEN  
OWNER AND CONTRACTOR**

This Agreement is entered into this 4<sup>th</sup> day of August 2016, by and between the BUCKMAN DIRECT DIVERSION BOARD, herein known as the Owner, and Alpha Southwest, herein known as the Contractor.

For the following:

PROJECT: BDD Raw Water Pump Project  
Bid No. 16/38/B

ENGINEER: Deere & Ault Consultants

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to "Engineer" in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

RECITALS

WHEREAS, the Owner, through its Governing Board, is authorized to enter into an Agreement for the project; and

WHEREAS, the General Conditions of this Agreement limit the warranty to be provided after final completion of the Project; and

WHEREAS, the warranty limitation is based upon conditions currently existing at the Buckman Direct Diversion facility due to the design and construction of the facility's intake structures; and

WHEREAS, the Owner has let this Agreement according to the established State and Local Purchasing procedures for contracts of the type and amount let;

WHEREAS, construction of this Project was approved by the Governing Board of the Buckman Direct Diversion Board at its meeting of August 4, 2016.



OWNER and the CONTRACTOR in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1  
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement; the Conditions of the Agreement (General, Supplementary, and other Conditions); all Sections, Specifications, Exhibits, Drawings, and forms and documents listed in the General Conditions of the Agreement - Section 00 7500; all Addenda issued prior to Bid; and all modifications issued and executed by Owner and Contractor after execution of this Agreement. These documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein.

ARTICLE 2  
THE WORK

- 2.1 The Contractor shall perform all the work required by the Contract Documents for the BDD Raw Water Pump Project, City of Santa Fe, Bid No. \_\_\_\_\_.
- 2.2 The Work is located at Buckman Direct Diversion's Booster Pump Stations 1A and 2A, which are located approximately 17 miles northwest of Santa Fe, New Mexico.

The Work includes:

- a. Removing four (total) existing vertical turbine pumps from two existing pump stations.
  - b. Removing four (total) electric motors from two existing pump stations and shipping those motors to a motor testing and repair facility. Those motors shall be returned to the Buckman Direct Diversion (BDD) and re-installed after service and testing.
  - c. Manufacture, installation, startup and testing of four (total) new vertical turbine pumps and all appurtenant equipment.
  - d. All electrical and controls wiring and testing to make the new pumps completely operable with the existing system.
  - e. It is understood that all mechanical, electrical and controls work will be performed by the Contractor. It is also understood that BDD staff are familiar with the existing plant control systems and will assist the Contractor with software programming changes necessary to make the system fully functional.
  - f. The work also consists of but not limited to furnishing all equipment, labor and materials as required by the Owner.
- 2.3 Contractor shall be responsible for verification of all measurements and dimensions for bidding.

- 2.4 Contractor shall be responsible for all permits, fees, insurance and the bond associated with the completion of this project.

ARTICLE 3  
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The work to be performed under this Agreement shall be commenced not later than Ten (10) consecutive calendar days after the date of written Notice to Proceed, and the completion of the Base Bid shall be achieved not later than Two-Hundred Forty (240) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written "Change Order" by the Owner.

ARTICLE 4  
CONTRACT SUM

- 4.1 The Owner shall pay Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of four hundred sixty six thousand dollars (\$ 466,000.00).

The Contract Sum is determined as follows:

Base Bid Price	<u>\$ 466,000.00</u>
Bid Alternates ( 0 thru 0 ) Price	<u>\$ 0</u>
Gross Receipts (8.3125%) Tax	<u>\$ 38,736.25</u>
TOTAL:	<u>\$504,736.25</u>

ARTICLE 5  
PROGRESS PAYMENTS

- 5.1 Contractor shall submit Applications for Payment, based on the percentage of the Work performed as follows and in accordance with Article 10 of the General and Special Provisions.
- a) 20% Payment on approval of Shop Drawings
  - b) 50% Payment on completion of Pump Testing
  - c) 60% Payment on completion of Electric Motor Refurbishment
  - d) 80% Payment on Delivery of Pumps and Motors
  - e) 95% Payment on Complete Installation, Testing and Acceptance of Pumps
  - f) 100% Payment within twenty-eight (28) calendar days after correction of all deficiencies listed in the Certificate of Substantial Completion have been corrected.

ARTICLE 6  
LIQUIDATED DAMAGES

- 6.1 Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work and/or the specific tasks or portions of the Work are not completed within the time durations specified in Article 3 above, plus any extensions thereof agreed to by Owner. Contractor agrees to pay to the Owner the amount of one thousand dollars (\$1,000) per each consecutive calendar day of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Agreement, not as a penalty, but as liquid damages for such breach of the Agreement.

ARTICLE 7  
FINAL PAYMENT

- 7.1 Upon final completion and acceptance of the Work in accordance with Section 3.01 of the General Conditions of the Agreement, Owner shall issue Final Payment constituting the unpaid balance of the Contract Sum as recommended by Engineer, to Contractor within twenty-eight (28) calendar days after all deficiencies that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the terms of the Agreement has been fully performed.
- 7.2 Prior to issuance of Final Payment by the Owner, Contractor shall provide to the Owner a certified statement of Final Release Form, Consent of Surety, Warranty from Contractor, warranties from suppliers and manufacturers, training sessions, equipment/operation & maintenance manuals, and as-built drawings.

ARTICLE 8  
SCHEDULE

- 8.1 Contractor shall, within fifteen (15) days after the effective date of this Agreement, prepare and submit to the Owner five (5) copies of a progress schedule covering Project operations and activities for the Two Hundred Forty (240) calendar day Project period.

ARTICLE 9  
CONTRACTOR'S REPRESENTATIONS

- 9.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor shall examine the site conditions, intended application, and operation

of the pump system and recommend pumps that will best satisfy the indicated requirements. This includes review of installed equipment to be reused and coordination to assure the compatibility of new and existing equipment.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the time for Substantial Completion, and in accordance with the other terms and conditions of the Contract Documents.
- E. Contractor is aware of the general nature of Work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 10  
GENERAL AND SPECIAL PROVISIONS

- 10.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.
- 10.2 Terms used in this Agreement which are defined in the Conditions of the Agreement shall have the meanings designated in those Conditions.
- 10.3 Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of Contractor.
- 10.4 An enumeration of Contractor's Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the aggregate maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act, and shall provide proof of such

insurance coverage to the Owner. It is the sole responsibility of Contractor to be in compliance with the law.

- 10.5 This Agreement shall not become effective until; (i) approved by the Governing Board; (ii) and signed by all parties required to sign this Agreement.
- 10.6 Contractor and Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. Contractor and Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.
- 10.7 Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner.
- 10.8 Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered and work performed. These records shall be subject to inspection by the Owner, the New Mexico Department of Finance and Administration, and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.
- 10.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.
- 10.10 Contractor warrants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.
- 10.11 Contractor hereby warrants that Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.
- 10.12 Contractor, upon Final Payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, the Owner's consultants, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that Contractor may have.
- 10.13 Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

- 10.14 **Gender, Singular/Plural:** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 10.15 **Captions and Section Headings:** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 10.16 This agreement shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.
- 10.17 **Certificates and Documents Incorporated:** All certificates and documentation required by the provisions of the Agreement and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.
- 10.18 **Severability:** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Any finding voiding or declaring unenforceable any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof, the parties agreeing specifically that they would have entered into and performed pursuant to the provisions hereof without the existence of the voided or unenforceable provisions.
- 10.19 **Waiver:** No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.
- 10.20 **Assignment of Agreement:** No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.21 **Successors and Assigns:** Owner and Contractor each binds itself, its partners, successors,

assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

- 10.22 Entire Agreement: This Agreement represents the entire Agreement between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.
- 10.23 Interchangeable Terms: For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.
- 10.24 Words and Phrases: Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.
- 10.25 Relationship of Contract Documents: The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.
- 10.26 Notices: Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER:           Buckman Direct Diversion Board  
                    Buckman Direct Diversion  
                    341 Caja del Rio  
                    Santa Fe, New Mexico 87507

CONTRACTOR: Alpha Southwest  
205 Rossmoor Rd. SW  
Albuquerque, NM 87105

- 10.27 Conflicts: In interpreting the Contract Documents, words describing material, or work having a well-known technical or trade meaning, unless otherwise specifically defined, shall be construed in accordance with such well-known meaning recognized by Engineers, Architects, and the trades. In resolving inconsistencies and/or conflicts among two (2) or more sections of the Contract Documents precedence shall be given in the following order:

- A. Contract Agreement
- B. Modifications to the Agreement by Change Order (if any)
- C. Addendums
- D. Supplementary Conditions
- E. Instructions to Bidders
- F. Plans/Drawings
- G. Technical Specifications
- H. General Requirements

- 10.28 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the New Mexico Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.
- 10.29 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 Owner 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.

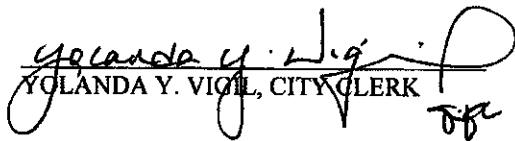
ARTICLE 11  
NEW MEXICO TORT CLAIMS ACT

- 11.1 Any liability incurred by the Buckman Direct Diversion Board or the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Board and the City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

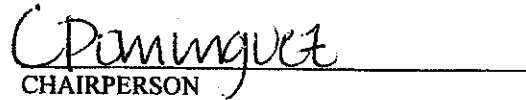


This Agreement is entered into as of the day and year first written above.

ATTEST:

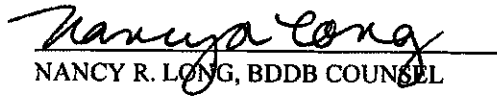
  
YOLANDA Y. VIGIL, CITY CLERK

BUCKMAN DIRECT DIVERSION  
BOARD:

  
CHAIRPERSON

DATE: 8.4.16

APPROVED AS TO FORM:

  
NANCY R. LONG, BDDB COUNSEL

CONTRACTOR:

BY: 

TITLE: Sales Manager

DATE: 8/22/2016

APPROVED:

 8-30-2016  
CITY FINANCE DIRECTOR

72420.  
BUSINESS UNIT/LINE ITEM

Contractor's NM Taxation and Revenue CRS No.: 002328120110926

Contractor's City of Santa Fe Business Registration No.: 16-00110357

- END OF SECTION -

GENERAL CONDITIONS OF THE  
AGREEMENT (SECTION 00 7500)

## **(00 7501) SUMMARY OF WORK**

### **PART 1 -- GENERAL**

#### **1.1 SUMMARY**

- A. The Work is located at Buckman Direct Diversion's Booster Pump Stations 1A and 2A, which are located approximately 17 miles northwest of Santa Fe, New Mexico.
- B. The Work includes:
  - 1. Removing four (total) existing vertical turbine pumps from two existing pump stations.
  - 2. Removing four (total) electric motors from two existing pump stations and shipping those motors to a motor testing and repair facility. Those motors shall be returned to the Buckman Direct Diversion (BDD) and re-installed after service and testing.
  - 3. Manufacture, installation, startup and testing of four (total) new vertical turbine pumps and all appurtenant equipment.
  - 4. All electrical and controls wiring and testing to make the new pumps completely operable with the existing system.
  - 5. It is understood that all mechanical, electrical and controls work will be performed by Contractor. It is also understood that BDD staff are familiar with the existing plant control systems and will assist Contractor with software programming changes necessary to make the system fully functional.
- C. Other:
  - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
  - 2. It is Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.
- D. Except as specifically noted otherwise, provide and pay for:
  - 1. Insurance and bonds.
  - 2. Labor, materials, and equipment.
  - 3. Cranes for lifting
  - 4. Tools, equipment, and machinery required for the Work.
  - 5. Utilities required for construction.

6. Other facilities and services necessary for proper execution and completion of the Work.

## 1.2 ACTIVITIES BY OTHERS

- A. OWNER, utilities, and others will perform activities within Project area while the Work is in progress.
  1. Schedule the Work with Owner, utilities, and others to minimize mutual interference.
- B. Cooperate with others to minimize interference and delays.
  1. When cooperation fails, submit recommendations and perform Work in coordination with work of others.

## 1.3 COORDINATION OF WORK

- A. Maintain overall coordination of the Work.
- B. Obtain construction schedules from each subcontractor, and require each subcontractor to maintain schedules and coordinate modifications.

## **PART 2 – PRODUCTS**

Not used.

## **PART 3 -- EXECUTION**

Not used.

- END OF SECTION -

## (00 7502) VERTICAL TURBINE PUMPS

### 3.1 THE REQUIREMENT

- A. Contractor shall provide vertical turbine pumps with associated appurtenances, complete and operable, in accordance with the Contract Documents.
- B. An authorized representative of the Pump Manufacturer shall examine the Site conditions, intended application, and operation of the pump system and recommend pumps that will best satisfy the indicated requirements. This includes review of installed equipment to be reused and coordination to assure the compatibility of new and existing equipment.
- C. Contractor shall protect, retain and reuse the existing pump motors, variable frequency drives, existing pump discharge piping and appurtenances. The new pumps shall be designed, manufactured and installed to fit within the laying lengths, space and available tolerances of the existing equipment.
- D. Contractor shall protect and remove the existing pumps and place them in a location as directed by the Owner at the Owner's water treatment plant site.
- E. Contractor shall protect and remove the existing pump motors, package and ship them to a large AC current motor testing and repair facility. The pump motors shall be serviced and tested. Once testing and service is complete, Contractor shall package and ship motors back to the project site for installation with the pumps. It shall be clearly understood that the care and protection of the motors are the sole responsibility of Contractor from the time they are removed until the project is accepted by the Owner.
- F. **Unit Responsibility:** The Pump Manufacturer shall be made responsible for furnishing the Work and for coordination of design, assembly, testing, and installation of the Work of each pump system; however, Contractor shall be responsible to the Owner for compliance with the Contract Documents.
- G. **Single Manufacturer:** All pumps shall be produced by the same Manufacturer.
- H. **Shop Drawings:** Shop Drawings shall contain the following information:
  - 1. Pump name, identification number, and specification section number.
  - 2. Performance Information:
    - a. Submit performance curves showing head, capacity, horsepower demand, NPSH required, and pump efficiency over the entire operating range of the pumps.
    - b. The equipment manufacturer shall indicate separately the head, capacity, horsepower demand, overall efficiency, and minimum submergence required at the design flow conditions.

- c. Performance curves at intervals of 100 RPM from minimum speed to maximum speed shall be furnished for each pump equipped with a variable speed drive.
- 3. The Pump Manufacturer shall indicate the limits on the performance curves recommended for stable operation without surge, cavitation, or excessive vibration. The stable operating range shall be as wide as possible based on actual hydraulic and mechanical tests.
- 4. Assembly and installation drawings including shaft size, seal, coupling, bearings, anchor bolt plan, part nomenclature, material list, outline dimensions, and shipping weights.
- 5. Technical data for coating products for each piece to be coated, number of coats, primer products, top coats, final dry film thickness (DFT), color, and compatibility of shop and field applied coatings in accordance with the contract documents.
- 6. Detailed method for incorporation of controls to existing systems including details of additional terminals, enclosures, and appurtenances to receive inputs or transmit outputs to the existing local control panel and controls system.
- 7. Wiring diagram of field connections with identification of terminations between local control panels, junction terminal boxes, and equipment items.
- 8. Complete electrical schematic diagram.
- I. **Technical Manual:** The Technical Manual shall contain comprehensive information for each pump installed, including parts and materials, dimensions, hydraulic performance, test data, as well as installation, operation, and maintenance information.
- J. **Factory Test Data:** Signed, dated, and certified factory test data for each pump system shall be submitted before shipment of equipment.
- K. **Certifications:**
  - 1. Manufacturer's certification of proper installation.
  - 2. Contractor's certification of satisfactory field testing.

### 3.2 WARRANTY

- A. All products, equipment, labor and services provided shall be warranted for a period of two years after final completion.
- B. It is understood that the service of the pumps is severe and erosion of wetted parts is considered normal wear and will not be covered by the two year warranty.

## PART 4 -- PRODUCTS

### 4.1 GENERAL

- A. Compliance with the Contract Documents may necessitate modifications to the Manufacturer's standard equipment.

- B. **Performance Curves:** Centrifugal pumps shall have a continuously rising curve or the system operating range shall not cross the pump curve at 2 different capacities. Unless indicated otherwise, the required pump shaft horsepower at any point on the performance curve shall not exceed the rated horsepower of the existing motor or encroach on the service factor.
- C. Components of each pump system provided shall be entirely compatible with new and existing equipment.
- D. Identification

Pump Name	Booster Pumps
Equipment Number	1A Pumps - 15PMP1103 and 15PMP1104 2A Pumps - 16PMP1101 and 16PMP1104
Quantity	4 Total
Location	Booster Pump Stations 1A and 2A

#### 4.2 MATERIALS

- A. Materials shall be suitable for the intended application; materials not indicated shall be high-grade, standard commercial quality, free from defects and imperfections that might affect the serviceability of the product for the purpose for which it is intended, and shall conform to the following requirements:
  - 1. Miscellaneous stainless steel parts shall be Type 316 unless otherwise noted.
- B. **Flanges and Bolts:** Discharge flanges shall conform to ASME B16.5 - Pipe Flanges and Flanged Fittings dimensions. Bolts shall be in accordance with the following:
  - 1. **Standard Service Bolts (Not Buried or Submerged):** Except where otherwise shown or specified, all bolts, anchor bolts, and nuts shall be steel, galvanized after fabrication as specified herein. Threads on galvanized bolts and nuts shall be formed with suitable taps and dies such that they retain their normal clearance after hot-dip galvanizing. Except as otherwise specified herein, steel for bolts, anchor bolts and cap screws shall be in accordance with the requirements of ASTM A307.
  - 2. **Buried or Submerged Bolts:** Unless other corrosion-resistant bolts are shown, all bolts and washers that are submerged, or within the pump can shall be of Type 316 stainless steel, with bronze nuts, or cap screws (where screwed into stainless steel), of copper-silicon alloy, conforming to ASTM B98, alloy C 65100, designation H04, or alloy C 65500, designation H04. Wherever stainless steel bolts and nuts are specified, it shall refer to the above material combination, unless specifically excluded.
  - 3. Bolt Requirements:
    - a. The bolt and nut material shall be free-cutting steel.

- b. The nuts shall be capable of developing the full strength of the bolts. Threads shall be Coarse Thread Series conforming to the requirements of the American Standard for Screw Threads. All bolts and cap screws shall have hexagon heads and nuts shall be Heavy Hexagon Series.
- c. The length of all bolts shall be such that after joints are made up, each bolt shall extend through the entire nut, but in no case more than 1/2-inch beyond the nut.

4.3 SPARE PARTS

- A. One complete set of spare parts shall be furnished for each of the pumps supplied. The spare parts shall be as listed below:
  - 1. O-rings (complete set)
  - 2. Packing (complete set)
  - 3. Packing gland
  - 4. Lantern ring
  - 5. Stuffing box bearing
  - 6. Stuffing box shaft sleeve
  - 7. Lineshaft coupling
  - 8. Lineshaft bearing (complete set)
  - 9. Lineshaft bearing shaft sleeve
  - 10. Bowl shaft
  - 11. Bowl bearings (one for each bowl)
  - 12. Bowl wear rings, if applicable (one for each bowl)
  - 13. Impeller wear rings, if applicable (one for each impeller)
  - 14. Impeller collets, or key (one for each impeller)

4.4 PUMP REQUIREMENTS

- A. **Operating Conditions:** The Work of this Section shall be suitable for long term operation under the following conditions:

	1A Pumps	2A Pumps
Duty	Continuous	Continuous
Drive	Variable Speed	Variable Speed



Ambient environment	Indoors	Indoors
Ambient temperature, degrees F	45 to 100	45 to 100
Fluid service	Raw Water	Raw Water
Fluid temperature, degrees F	35 to 75	35 to 75
Net Positive Suction Head available, ft absolute, measured at centerline of first stage.	36.7	35.5

**B. Performance Requirements:**

	<b>1A Pumps</b>	<b>2A Pumps</b>
Maximum shutoff head, ft	950	950
Maximum pump speed, rpm	1,800	1,800
Minimum pump speed, rpm	1,200	1,200
Maximum motor Size Available, hp	800	700
Design flow capacity, gpm	4,225	3,560
Design flow TDH, ft	575	590
Design flow minimum bowl efficiency, percent	83	83
Maximum flow capacity at maximum speed, gpm	4,800	4,300
Maximum flow TDH, ft	495	470
Maximum flow minimum bowl efficiency, percent	81	81
Minimum flow capacity, gpm	2,000	2,000
Minimum flow TDH, ft	485	460
Minimum flow minimum bowl efficiency, percent	65	65

**C. Pump Dimensions:**

	<b>1A Pumps</b>	<b>2A Pumps</b>
Length from base plate to inside bottom of pump can, ft	14.37	14.11
Minimum column diameter, in	16	14
Discharge diameter, in	16	14

Discharge flange rating ANSI, psi	300	300
Minimum lineshaft diameter, in	2.25	2.25
Maximum bowl diameter, in	18	18

D. **Pump Construction:** Construction of vertical turbine pumps shall conform to the following requirements:

Bowls	Close-grained gray cast iron, conforming to ASTM A48 - Gray Iron Castings, Class 30, or equal, with 20 mils of fusion bonded epoxy lining & coating (Scotchkote 134 or Engineer approved equal)
Impeller	Type 304 stainless steel, statically and dynamically balanced
Impeller shaft method of connection	Type 416 or 316 stainless steel impeller lock collet, or key
Wear rings	Type 440/410 (respectively) Stainless steel, replaceable (if applicable)
Pump shaft	Type 416 stainless steel with hard chrome plated journals (min. hardness 300 BNH), with hard backed fluted marine rubber bearings or Engineer approved equal.
Suction bell	Cast iron bell, with grease packed bottom bearing and streamlined ribs, with lining and coating to match bowls. Suction bell shall be fitted with a Type 316 stainless steel basket strainer.
Column	Steel pipe, not less than Schedule 30, epoxy-lined and coated with 20 mils DFT Devco 233H, Carboline 891 or Engineer approved equal. Column shall be in maximum 5-ft lengths, flanged with registered fit and through bolting. Flange faces shall be machined after welding onto the column with machined O-rings grooves and neoprene O-rings.
Lineshaft and couplings	Type 416 stainless steel shaft in maximum 5-ft lengths with replaceable hard chrome shaft sleeves (300 BHN) at bearings. The shaft shall be sized for a critical speed of min 20 percent above max operating speed. Shaft coupling shall be Type 416 stainless steel, threaded or keyed to the shaft.
Shaft lubrication	Product water

Shaft seal	Stuffing box with packing and lantern ring, with automated grease lubrication system. Shafts shall be sleeved through the stuffing box with replaceable mechanically attached 416 stainless steel sleeves.
Lineshaft bearings	Fluted marine rubber bearings with bronze integral bearing retainers at each joint and replaceable 416 stainless steel shaft sleeves
Discharge head	Fabricated steel, reinforced to withstand pipe thrust, epoxy-lined with flange, base plate, and provision for pressure gauge, drain connections, and grease lubrication supply to stuffing box. Discharge heads shall match existing critical dimensions.
Motor shaft coupling	3-piece, heavy-duty, adjustable spacer coupling for solid shaft motors, with registered fit to allow for impeller adjustment
Pump cans	Each pump shall use the existing pump can

E. **Stuffing Boxes:** Stuffing boxes shall be of the best quality, using the Manufacturer's suggested materials best suited for the specific application.

1. The packing gland shall be of a two piece design. The packing shall be compatible with grease lubrication using a NSF Standard 61 grease that meets NLGI #2. The packing shall operate satisfactorily under the following conditions:

Shaft speeds	up to 2500 fpm
Temperature	up to 500 degrees F
pH range	0-14

#### 4.5 MANUFACTURERS, OR EQUAL

- A. **Goulds Water Technology**
- B. **Peerless Pumps**
- C. **Weir-Floway Pumps**
- D. **Simflo Pumps**
- E. **Flowserve**

#### 4.6 PUMP DRIVE AND CONTROLS

- A. Each pump shall use the existing electric motor, variable speed drive, and control systems. Existing information is provided in Appendix A for Booster Station 1A and Appendix B for Booster Station 2A.

#### 4.7 EXISTING MOTOR TESTING AND SERVICE

- A. Each existing pump motor shall be removed from the existing pumps and shipped to an approved large AC motor testing and service facility.
- B. Each motor shall have the following service:
  - 1. Disassemble, test, clean and inspect all parts
  - 2. Recondition stator
  - 3. Dynamically balance the rotor as an assembly
  - 4. Assemble motor using new OEM bearings
  - 5. Test motor
  - 6. Paint motor
  - 7. Drain oil before shipping
- C. If any motor is found to require repairs or service beyond those described above, Contractor shall immediately notify the Owner.
- D. The Owner and/or Engineer will be given 14 day notice in advance of final testing of the motors and will be allowed to witness the shop testing.

#### 4.8 PUMP APPURTENANCES

- A. **Nameplates:** Each pump shall be equipped with a stainless steel nameplate indicating serial numbers, rated head and flow, impeller size, pump speed, and Manufacturer's name and model number.
- B. **Gauges:**
  - 1. Pumps shall be equipped with pressure gauges installed at pump discharge lines.
  - 2. Gauges shall be located in a representative location, where not subject to shock or vibrations, in order to achieve true and accurate readings. Where subject to shock or vibrations, the gauges shall be wall-mounted or attached to galvanized channel floor stands and connected by means of flexible connectors.
- C. **Automatic Grease Lubrication System**
  - 1. Contractor shall provide an automated grease lubrication system for each pump supplied. Grease lines shall be plumbed to each of the stuffing box ports. The automated grease systems shall be Graco G3 Max with a 12 liter grease reservoir, or Engineer approved equal.

2. Contractor shall install the automated grease lubrication system, including power supply, control conductors and conduit according to the manufacturer's recommendations. The system shall be able to start/stop with pump operation, apply lubrication on: 1) pump start, 2) a timed interval, and 3) high temperature.
3. Contractor shall install a stuffing box temperature probe that is suitable for the operating conditions and will supply continuous temperature reading to the plant control system.
4. Contractor shall fill the stuffing boxes to the level required by the pump manufacturer and fill the grease reservoirs completely. Grease shall be NSF Standard 61 approved and meet NLGI #2.

#### 4.9 PROTECTIVE COATING

- A. Materials and equipment shall be coated according to Section 2.4.D. Pump Construction, using methods and products described below.
  1. The term "DFT" means minimum dry film thickness, without any negative tolerance.
  2. Coating and lining products for pieces in contact with potable water shall be NSF/ANSI 61 certified.
  3. Machined surfaces, stainless steel, equipment nameplates, electrical conduit, grease fittings, and indoor PVC piping shall not be coated unless noted otherwise.
  4. Field applied coatings and touch up products shall be compatible with the original coating and lining systems and colors.
  5. Colors and shades of colors of coatings shall match existing equipment. Each coat shall be of a slightly different shade to facilitate inspection of surface coverage for each coat.
  6. Surface preparation shall comply with the manufacturer's written recommendations for the intended service conditions.

#### 4.10 FACTORY TESTING

- A. The following tests shall be conducted on each indicated pump system:
  1. Each pump shall be tested at the factory in accordance with the Hydraulic Institute's ANSI/HI 14.6 Rotodynamic Pumps for Hydraulic Performance Acceptance Tests. Manufacturer shall provide the Engineer a minimum of three (3) days' prior notice and allow the Engineer to witness factory testing.
    - a. Test shall be performed using the complete pump assembly to be installed. If Owner furnished motors cannot be used, the manufacturer shall perform the tests with an Engineer approved drive system. If not used in pump testing, job motors shall be tested under full load and variable speed at motor testing facility to ensure problem free operation from full speed to minimum speed at 100 rpm intervals. Testing of prototype models will not be acceptable. The following minimum test results shall be submitted:
      - 1) Hydrostatic test results of bowl assembly, column and discharge head.

- 2) At maximum speed, a minimum of five (5) hydraulic test readings between shutoff head and 25 percent beyond the maximum indicated capacity, recorded on data sheets as defined by the Hydraulic Institute.
  - 3) Pump curves showing head, flow, bhp, and efficiency requirements.
  - 4) NPSH required test curve.
  - 5) Certification that the pump shaft horsepower demand did not exceed the rated motor horsepower of 1.0 service rating at any point on the curve.
  - 6) The pump manufacturer shall record vibration during the performance test
2. Acceptance: In the event of failure of any pump to meet any of the requirements, Contractor shall make necessary modifications, repairs, or replacements to conform to the requirements of the Contract Documents and the pump shall be re-tested until found satisfactory.

## **PART 5 -- EXECUTION**

### **5.1 SERVICES OF MANUFACTURER**

- A. Inspection, Startup, and Field Adjustment:** An authorized service representative of the Manufacturer shall be at the Site for a minimum of three (3) work days during installation of the system to witness the following and to certify in writing that the equipment and controls have been properly installed, aligned, lubricated, adjusted, and readied for operation.
1. Installation of the equipment
  2. Inspection, checking, and adjusting the equipment
  3. Startup and field testing for proper operation
  4. Performing field adjustments to ensure that the equipment installation and operation comply with requirements
- B.** The Engineer may require that the inspection, startup, and field adjustment services above be furnished in up to three (3) separate trips.
- C. Instruction of the Owner's Personnel:**
1. An authorized training representative of the Manufacturer shall visit the site for one (1) day to instruct the Owner's personnel in the operation and maintenance of the equipment, including step-by-step troubleshooting with necessary test equipment. Instruction shall be specific to the models of equipment provided.
  2. The representative shall have at least two (2) years experience in training. A resume for the representative shall be submitted.
  3. Training shall be scheduled a minimum of three (3) weeks in advance of the first session.

4. Proposed training material and a detailed outline of each lesson shall be submitted for review two weeks in advance of training. Comments shall be incorporated into the material.
  5. The training materials shall remain with the trainees and a complete digital copy of the training materials shall be provided to the Owner.
  6. The Owner may videotape the training for later use with the Owner's personnel.
- D. For the purposes of this Section, a work day is defined as an 8 hour period at the Site, excluding travel time.

## 5.2 INSTALLATION

- A. **General:** Pumping equipment shall be installed in accordance with the Manufacturer's written recommendations.
- B. **Alignment:** Equipment shall be field tested to verify proper alignment and freedom from binding, scraping, shaft runout, or other defects. Pump drive shafts shall be measured just prior to assembly to ensure correct alignment without forcing. Equipment shall be secure in position and neat in appearance.
- C. **Lubricants:** Contractor shall provide all necessary oil and grease for initial operation.

## 5.3 FIELD TESTS

- A. Each pump system shall be field tested after installation to demonstrate:
  1. Satisfactory operation without excessive noise and vibration.
  2. No overheating of bearings.
- B. The following field testing shall be conducted:
  1. Startup, check, and operate the pump system over its entire speed range. If the pump is driven by a variable speed drive, the pump and motor shall be tested at 100 RPM increments. Unless otherwise indicated, vibration shall be within the amplitude limits recommended by the Hydraulic Institute Standards at a minimum of four (4) pumping conditions defined by the Engineer.
  2. Obtain concurrent readings of motor voltage, amperage, pump suction head, and pump discharge head for at least four (4) pumping conditions at each pump rotational speed at 100 RPM increments. Check each power lead to the motor for proper current balance.
  3. Determine bearing temperatures by contact type thermometer. A run time until bearing temperatures have stabilized shall precede this test, unless insufficient liquid volume is available.
  4. Electrical and instrumentation tests shall be conducted as necessary to demonstrate satisfactory performance, as determined by the Engineer.
- C. Field testing will be witnessed by the Engineer. Contractor shall furnish minimum three (3) Days advance notice of field testing.

- D. In the event any pumping system fails to meet the indicated requirements, the pump shall be modified or replaced and re-tested as outlined above until it satisfies the requirements.
- E. After each pumping system has satisfied the requirements, Contractor shall certify in writing that it has been satisfactorily tested and that final adjustments have been made. Certification shall include the date of the field tests, a listing of persons present during the tests, and the test data.
- F. Contractor shall be responsible for costs of field tests, including related services of the Manufacturer's representative, except for power and water, which the Owner will bear. If available, the Owner's operating personnel will provide assistance in field testing

- END OF SECTION -





# Memorandum



Buckman Direct Diversion

**Date:** July 2, 2020  
**To:** Buckman Direct Diversion Board  
**From:** Mackie Romero, BDD Financial Manager *MR*  
**Subject:** Amendment No. 1 Alpha Southwest, Inc.

## ITEM AND ISSUE:

Request for approval of Amendment No. 1 to the Professional Services Agreement with Alpha Southwest, Inc. in the amount of \$30,000 exclusive of NMGRT for FY2021.

## BACKGROUND AND SUMMARY:

On April 4, 2019 the Buckman Direct Diversion Board awarded RFB 19/07/B to Alpha Southwest, Inc. to provide on-call emergency repair service for operations and maintenance. This contract is strictly an as-needed, on-call contract that will be utilized to support the current BDD maintenance resources in the repair and maintenance of the BDD facilities and equipment. This amendment will extend services through June 30, 2021 and increase compensation by \$30,000 exclusive of NMGRT.

The initial contract amount included funding to issue a work order to repair the pumps at the raw water lift station. The majority of this work was completed during the year, however the project is not complete, therefore a portion of the work will continue in the 2021 fiscal year.

## ACTION REQUESTED:

Staff recommends approval of Amendment No. 1 to the Professional Services Agreement with Alpha Southwest, Inc. in the amount of \$30,000 exclusive of NMGRT. Funding is available in our approved FY2021 operating budget.

BU/LI: Service Contracts 8000810.520150

MUNIS Contract #3201558 (Change Order 1)

Approved by BDDDB July 2, 2020

Councilor JoAnne Vigil Coppler, BDDDB Chair



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506



**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 1 TO THE  
AGREEMENT  
WITH ALPHA SOUTHWEST, INC  
19-0301**

THIS AMENDMENT No. 1 (the "Amendment") to the Agreement, between Owner and Contractor dated April 4, 2019 and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Alpha Southwest Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

**RECITALS**

A. WHEREAS, under the terms of the Agreement, Contractor agreed to provide on-call emergency repair for operations and maintenance services to the BDD.

B. Pursuant to Article 7 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Board and the Contractor agree as follows:

**1. COMPENSATION.**

Article 2, paragraph B of the Agreement is amended to increase the amount of compensation by a total of Thirty Thousand Dollars (\$30,000.00) plus applicable gross receipts tax, so that Article 2, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed Four Hundred Ninety-Seven Thousand Nine Hundred Seventy-Seven Dollars and Seventy-Six Cents (\$497,977.76) excluding New Mexico gross receipts tax, from the following BDDDB funds:

- Multi-Year Funding – Major Repair & Replacement Fund \$367,677.76
- FY 2018-2019 – BDD Operating Fund \$40,000.00

- FY 2019-2020 – BDD Operating Fund \$60,000.00
- FY 2020-2021 – BDD Operating Fund \$30,000.00

**2. TERM AND EFFECTIVE DATE.**

Article 4, of the Agreement is amended to extend the term to June 30, 2021. The BDDDB reserves the right to renew the contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, 13-1-150 through 152.

**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: \_\_\_\_\_  
JoAnne Vigil Coppler, BDDDB Chair

Date: \_\_\_\_\_

**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:  
Alpha Southwest Inc.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

New Mexico Tax & Revenue

CRS# \_\_\_\_\_

City of SF Business

Registration # \_\_\_\_\_



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

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

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

2 Name of Contractor Alpha Southwest, Inc.

3 Complete information requested  Plus GRT

Inclusive of GR1

Original Contract Amount: \$467,677.76

Termination Date: June 30, 2020

Approved by BDDB Date: April 4, 2019

or by Facilities Manager Date: \_\_\_\_\_

Contract is for: To provide on-call emergency repair services.

Amendment # 1 to the Original Contract# 19-0301

Increase/(Decrease) Amount \$ 30,000

Extend Termination Date to: June 30, 2021

Approved by BDDB Date: July 2, 2020

or by Project Manager Date: \_\_\_\_\_

Amendment is for: To increase the amount of compensation and extend term.

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

Inclusive of GR1

Amount \$ 467,677.76 of original Contract# 19-0301 Termination Date: 6/30/2020

Reason: To provide on-call emergency repair services

Amount \$ 30,000.00 amendment # 1 Termination Date: 6/30/2021

Reason: to increase the amount of compensation

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 497,678





# CERTIFICATE OF LIABILITY INSURANCE

ALPHA-7      OP ID: MA

DATE (MM/DD/YYYY)  
09/27/2019

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

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).**

<b>PRODUCER</b> Cress Insurance Consultants 6101 Moon St. NE Suite 1000 Albuquerque, NM 87111 Ray Strom	<b>CONTACT NAME:</b> Ray Strom <b>PHONE (A/C No, Ext):</b> 505-822-8114 <b>FAX (A/C No):</b> 505-822-0341 <b>E-MAIL ADDRESS:</b> rstrom@cressinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>National Fire Ins of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B:</td> <td>Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C:</td> <td>Liberty Mutual Insurance</td> <td>23043</td> </tr> <tr> <td>INSURER D:</td> <td>Valley Forge Insurance Co</td> <td>20508</td> </tr> <tr> <td>INSURER E:</td> <td>Columbia Casualty</td> <td>20427</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Fire Ins of Hartford	20478	INSURER B:	Continental Casualty Company	20443	INSURER C:	Liberty Mutual Insurance	23043	INSURER D:	Valley Forge Insurance Co	20508	INSURER E:	Columbia Casualty	20427	INSURER F:		
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INSURER E:	Columbia Casualty	20427																				
INSURER F:																						
<b>INSURED</b> Alpha Southwest, Inc. P O Box 9263 Albuquerque, NM 87119																						

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
						DESCRIPTION	AMOUNT
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		5093812966	10/01/2019	10/01/2020	EACH OCCURRENCE	\$ 1,000,000
			6018485129	06/02/2019	06/02/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
E	X Prof E&O					MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Emp Ben.	\$ 1,000,000
C	X AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS		BAS57514880 - TX	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
B	X UMBRELLA LIAB EXCESS LIAB		5093778091	10/01/2019	10/01/2020	EACH OCCURRENCE	\$ 3,000,000
						AGGREGATE	\$ 3,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Members in NM) If yes, describe under DESCRIPTION OF OPERATIONS below		5093848947	10/01/2019	10/01/2020	X PER STATUTE	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Equipment Floater Install Floater*		BMW57358623	10/01/2019	10/01/2020	Lease/Ren	400,000
			BMW57358623	10/01/2019	10/01/2020	Limit	500,000

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

<b>CERTIFICATE HOLDER</b>  Buckman Direct Diversion 341 Caja Del Rio Road Santa Fe, NM 87506	<b>CANCELLATION</b>  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 
--	--

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ITEM # 19-0301

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

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

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

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

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

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

1. **Scope of Work**

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

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

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

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

D. Work performed under this Contract shall be authorized in writing by a WO signed by the following BDDDB authorized representatives (hereafter "Authorizing Representative"): for all WOs, the BDD Facilities Manager, or his/her designee. A WO signed by other than BDDDB Authorizing Representative shall not be honored. Each WO shall set forth (i) the Supervising Engineer and shall set forth the Work to be Performed by Contractor, (ii) the period of

performance, (iii) the fixed unit prices per Exhibit A, as applicable, (iv) the ceiling price, and (v) other data as necessary. Contractor shall, upon acceptance of the WO, provide applicable Payment and Performance Bonds and all supervision, labor, supplies, materials, and facilities, including all vehicles and transportation, except as may be provided by the BDDB Authorizing Representative, for the performance of the Work authorized therein. Verbal authorizations may be given by the BDDB in emergency situations but shall be confirmed in writing by the BDDB within five (5) days of the verbal authorization to Contractor.

E. The BDDB may at any time, without notice to sureties, if any, make changes in a WO; if any such change requires the inclusion of additional provisions, or otherwise affects any other provision of a WO as initially set forth or previously amended, an equitable adjustment shall be made in such provision of the WO as may be so affected, and the WO shall be modified in writing accordingly. Any claim by Contractor for adjustment under this article must be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change; provided, however, that if the BDDB decides that the facts justify such action, it may receive and act upon such claim asserted at any time prior to final payment under a WO. However, nothing in this article shall excuse Contractor from proceeding with the WO as changed.

## 2. Compensation

A. The BDDB shall pay to Contractor based upon fixed prices for each deliverable item as listed in Exhibit "A" attached hereto and incorporated herein.

B. The total compensation under this Agreement shall not exceed Four Hundred Sixty-Seven Thousand Six Hundred Seventy-Seven and 76/100 Dollars (\$467,677.76) excluding New Mexico gross receipts tax, from the following BDDB funds:

- Multi-Year Funding – Major Repair & Replacement Fund \$367,677.76
- FY 2018-2019 – BDD Operating Fund \$40,000.00
- FY 2019-2020 – BDD Operating Fund \$60,000.00

## 3. Payment Provisions

All payments under this Agreement are subject to the following provisions:

A. **Acceptance** - In accordance with Section 13-1-158 NMSA 1978, the BDDB shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the BDDB, the BDDB shall not pay for any products or services. Unless otherwise agreed upon between the BDDB and Contractor, within thirty (30) days from the date the BDDB receives written notice from Contractor of the receipt of products, or completion of services the BDDB shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the BDDB gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. **Payment of Invoice** - Upon certification that the products or services have been received and accepted, Contractor shall issue an invoice. Payment is due thirty (30) days after receipt of the invoice. After the thirtieth day from the date that the invoice is issued, late payment charges shall be paid on the unpaid balance due on the contract to Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to Contractor's designated mailing address.

4. **Term**

This Agreement shall commence on the date it is approved by the BDDB and terminate on June 30, 2020. The BDDB reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. **Default and Force Majeure**

The BDDB reserves the right to cancel all or any part of any orders placed under this contract without cost to the BDDB, if Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold Contractor liable for any excess cost incurred by the BDDB due to Contractor's default. Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the BDDB shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery scheduled. The rights and remedies of the BDDB provided in this paragraph shall not be exclusive and are in addition to any other rights allowed by law or under this contract.

6. **Termination**

A. **Grounds**. The BDDB may terminate this Agreement for convenience or cause. Contractor may only terminate this Agreement based upon the BDDB's uncured, material breach of this Agreement.

B. **Notice; BDDB Opportunity to Cure**.

1. Except as otherwise provided in Paragraph 16, the BDDB shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give BDDB written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the BDDB's material breaches of this Agreement upon which the termination is based and (ii) state what the BDDB must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the BDDB does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot

be cured within thirty (30) days, the BDDB does not, within the thirty (30) day notice period, notify Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by the BDDB; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the BDDB; or (iii) the Agreement is terminated pursuant to Paragraph 16, "Appropriations," of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the BDDB's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE BDDB'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

#### 7. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the BDDB proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 6 herein, or to agree to the reduced funding.

#### 8. **Status of Contractor**

Contractor, and Contractor's agents and employees, are independent contractors for the BDDB and are not employees of the BDDB. Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDB vehicles, or any other benefits afforded to employees of the BDDB as a result of this Agreement. Contractor acknowledges that all sums received hereunder are personally reportable by Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. Contractor agrees not to purport to bind the BDDB unless Contractor has written authority to do so, and then only within the strict limits of that authority.

#### 9. **Assignment**

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the BDDB.

10. **Subcontracting**

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDB. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the BDDB.

11. **Non-Collusion**

In signing this Agreement, Contractor/Contractor certifies Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the BDDB.

12. **Inspection of Plant**

The BDDB may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. **Commercial Warranty**

Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided therein shall extend to the BDDB and are in addition to and do not limit any rights afforded to the BDDB by any other provision of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. **Records and Audit**

During the term of this Agreement and for three years thereafter, Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the BDDB, the State Auditor and other appropriate state and federal authorities. The BDDB shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the BDDB to recover excessive or illegal payments.

16. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the BDDB for the performance of this Agreement. If sufficient appropriations and authorization are not made by the BDDB, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the BDDB to Contractor.

The BDDB's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If the BDDB proposes an amendment to the Agreement to unilaterally reduce funding, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. **Release**

Contractor, upon final payment of the amount due under this Agreement, releases the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the BDDB, unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. **Confidentiality**

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

19. **Conflict of Interest**

A. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the BDDB relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the BDDB if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 19 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 19 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the BDDB and notwithstanding anything in the Agreement to the contrary, the BDDB may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning when utilized in this section.

20. **Approval of Contractor Representative(s)**

The BDDB reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the BDDB, adequately serving the needs of the BDDB.

21. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. **Equal Opportunity Compliance**

Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the term of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

24. **Indemnification**

Contractor shall hold the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; and its employees harmless and shall indemnify the BDDB and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of Contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the BDDB, its officers or employees.

25. **New Mexico Tort Claims Act**

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

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

26. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in the First Judicial District, Santa Fe County, State of New Mexico. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

27. **Limitation of Liability**

Contractor's liability to the BDDB, for any cause whatsoever shall be limited to the purchase price paid to Contractor for the products and services that are the subject of the BDDB's claim. The foregoing limitation does not apply to paragraph 24 of this Agreement or to damages resulting from personal injury or death caused by Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any BDDB response to questions); (2) Contractor's best and final offer; and (3) Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) Contractor's best and final offer if such has been made and accepted by the BDDB; and (5) Contractor's response to the request for proposals.

29. **Workers' Compensation**

Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the BDDB.

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at the destination. Tangible personal property rejected at destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.



**31. Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply:

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. Contractor shall provide and maintain an inspection system acceptable to the BDDB covering the services under this Agreement. Complete records of all inspection work performed by Contractor shall be maintained and made available to the BDDB and for as long thereafter as the Agreement requires. The BDDB has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The BDDB shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the BDDB performs inspections or tests on the premises of Contractor or a subcontractor, Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services does not conform with the requirements of this Agreement, the BDDB may require Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the BDDB may:

1. require Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
2. reduce the contract price to reflect the reduced value of the services performed.

E. If Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the BDDB may:

1. by contract or otherwise, perform the services and charge to Contractor any cost incurred by the BDDB that is directly related to the performance of such service; or
2. terminate the contract for default.

**32. Insurance**

If the services contemplated under this Agreement will be performed on or in BDDB facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the BDDB as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$500,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability Contractor has assumed under this contract). Limits shall not be less than the following:

1. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
2. Property damage or combined single limit coverage: \$1,000,000.
3. Automobile liability (including non-owned automobile coverage): \$1,000,000.
4. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the BDDDB as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

35. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. **Patent, Copyright and Trade Secret Indemnification**

A. Contractor shall defend, at its own expense, the BDDDB against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the BDDDB based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, Contractor agrees to reimburse the BDDDB for all costs,

attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the BDDB shall:

1. Give Contractor prompt written notice within ten (10) days of any claim;
2. Allow Contractor to control the defense of settlement of the claim; and
3. Cooperate with Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in Contractor's opinion is likely to become the subject of a claim of infringement, Contractor shall at its option and expense:

1. provide the BDDB the right to continue using the product or service and fully indemnify the BDDB against all claims that may arise out of the BDDB's use of the product or service;
2. replace or modify the product or service so that it becomes non-infringing; or,
3. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to Contractor. Contractor's obligation will be void as to any product or service modified by the BDDB to the extent such modification is the cause of the claim.

37. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

38. **Disclosure Regarding Responsibility**

A. Contractor and any of its Principals, or any principal of Contractor's company, is presently not debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. Contractor shall provide immediate written notice to the BDDB if, at any time during the term of this Agreement, Contractor learns that Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of Contractor's responsibility and ability to perform under this Agreement. Failure of Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 6 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses, Contractor must provide immediate written notice to the BDDB. If it is later determined that Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the BDDB, the BDDB may terminate the Agreement for cause. Still further the BDDB may suspend or debar Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the BDDB.

39. **Suspension, Delay or Interruption of Work**

The BDDB may, without cause, order Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the BDDB may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by any contract remedy. Any change in total compensation must be reflected in an Amendment executed pursuant to Section 7 of this Agreement.

40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

**BDDDB:** Rick Carpenter  
Interim Facilities Manager  
Buckman Direct Diversion  
341 Caja Del Rio Road  
Santa Fe, NM 87506  
Email: rrcarpenter@santafenm.gov

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

**Contractor:** Alpha Southwest Inc.  
205 Rossmoor Rd SW  
Albuquerque, NM 87105


Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

41. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

**BUCKMAN DIRECT DIVERSION BOARD:**

  
\_\_\_\_\_  
Councilor Peter Ives, BDDDB Chair  
Date: 4-4-19

**CONTRACTOR:**

Alpha Southwest Inc.  
Warren Ellis  
Signature  
Warren Ellis  
Printed Name  
Operations Manager  
Title  
Date: 4/12/19  
CRS# 002328120110926  
Registration # 19-00110357

**APPROVED AS TO FORM:**


  
\_\_\_\_\_  
Nancy R. Long, BDDDB Counsel

**APPROVED:**

  
\_\_\_\_\_  
Mary T. McCoy, City Finance Director *mm*

7280000.520150.930020 & 07420.570550.130025  
Business Unit Line Item

**ATTEST:**

  
\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk *aw*  
File Date: 4-29-19

### Exhibit A – Fixed Unit Price Schedule

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>TS-1</b>	<b>Shop Drawings, Reports, O&amp;M Manuals, Calculation, Permits, Scheduling and CMMS Database</b>		
100	Production of Required reports, Calculations and Drawings, etc.	HR	\$ 60.00
<b>TS-2</b>	<b>Work Site Protection, Cleanup and Disinfection</b>		
200	Sanitary Protection and Disinfection of the System and Aquifer	HR	\$ 65.00
300	Work Site Cleanup	HR	\$ 65.00
<b>TS-3</b>	<b>Pull and Install Well Pump Equipment</b>		
400	Typical well is 750-ft of 8-in column with 2-1/2 x 1-1/2-in rods	LF	\$ 7.50
<b>TS-4</b>	<b>Lower Well Pump</b>		
500	Lower Pump Per TS-4	LF	\$ 16.00
<b>TS-5</b>	<b>Well Abandonment and Rehabilitation</b>		
600	Job-hour rate bid as specified in TS-5	HR	\$ 220.00
<b>TS-6</b>	<b>Well Inspection Video Surveys and Logs</b>		
700	Production of one (1) Well Inspection Video Survey Log per TS-6	LS each	\$ 1,250.00
<b>TS-7</b>	<b>Repair/Replacement of Well, Booster Station and Reservoir Equipment</b>		
800	Repair/Replace Modify per TS-7	HR	\$ 65.00
<b>TS-8</b>	<b>Fabrication and Machine Shop Work</b>		
900	Fabrication and Machine Shop Work per TS - 8	HR	\$ 75.00
<b>TS-9</b>	<b>Contractor Owned Equipment</b>		
	Mark-up on Current "Blue Book" rate for Crane, Boom Truck, Backhoe, or		
1000	Tank Truck per TS - 9	%	100.00%
<b>TS-10</b>	<b>Inspection of Work</b>		
1100	All Equipment & Labor as Applied to Inspection as Covered in TS - 10.	HR	\$ 75.00
<b>TS-11</b>	<b>Repair Parts, Materials and Replacement Equipment</b>		
1200	Percent Over Invoice for Repair Parts per TS - 11.	%	132.00%
<b>TS-12</b>	<b>Well Test Pumping</b>		
1300	Operation of Contractor Provided Test Pumping Equipment per TS - 12	HR	\$ 80.00
<b>TS-13</b>	<b>Job Site Security</b>		
1400	Complete Security Package	HR	\$ 22.50
<b>TS-14</b>	<b>Rental Equipment</b>		
1500	Rental Mark-up Over Invoice	%	110.00%
1600	"Bobcat" with Auger Attachment	\$/Day	\$ 455.00
<b>TS-15</b>	<b>Subcontract Work</b>		
1700	Subcontractor Mark-up Over Invoice	%	110.00%
<b>TS-16</b>	<b>On-Call Labor</b>		
1800	Electrician	HR	\$ 100.00
1900	Electrical Journeyman	HR	\$ 100.00
2000	Field Laborer	HR	\$ 65.00
2100	Field Labor Supervisor	HR	\$ 65.00
2200	Site Preparation	HR	\$ 65.00
2300	Diver(s)	HR	\$ 170.00
<b>TS-17</b>	<b>Per Diem</b>		
2400	Travel time cost	HR	\$ 65.00
2500	Daily Per Diem Cost ( no overnight)	Days	\$ -
2600	Daily Per Diem Cost Overnight	Days	\$ 160.00

Tax Rate = 8.4375%





# Memorandum



## Buckman Direct Diversion

**Date:** July 2, 2020  
**To:** Buckman Direct Diversion Board  
**From:** Mackie Romero, BDD Financial Manager *MR*  
**Subject:** FY 2021 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 FY2021.

### 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 four 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 Qty	Estimated Amount
Airgas USA, LLC	LOX	\$ 1.3000	60,000	\$ 78,000
Kemira Water Solutions, Inc. *	Ferric Chloride	\$ 0.1885	348,750	\$ 65,739
Chemrite, Inc.	Calcium Thiosulfate	\$ 0.3200	9,600	\$ 3,072
Sterling Water Technologies, LLC	Zinc Orthophosphate	\$ 0.5200	36,000	\$ 18,720
DuBois Chemicals, Inc.	Hydrofluorsilicic Acid	\$ 0.2950	16,000	\$ 4,720
DPC Industries, Inc.	Sulfuric Acid	\$ 0.3000	9,000	\$ 2,700
DPC Industries, Inc.	Sodium Hydroxide 25%	\$ 0.1865	280,000	\$ 52,220
DPC Industries, Inc.	Sodium Hydroxide 50%	\$ 0.2400	180,000	\$ 43,200
DPC Industries, Inc.	Sodium Hypochlorite	\$ 1.3300	39,999	\$ 53,199
Polydyne, Inc.*	Polymer	\$ 0.9620	15,000	\$ 14,430
			<b>Total</b>	<b>\$ 336,000</b>



**ACTION REQUESTED:**

Staff recommends approval to extend chemical contract bids for an additional year from the various awarded vendors. Funding is available in our approved FY2021 operating budget.

BU/LI: Chemicals 800.119999

Approved by BDDDB June 4, 2020

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Councilor JoAnne Vigil Coppler, BDDDB Chair



# Memorandum



Buckman Direct Diversion

**Date:** July 2, 2020  
**To:** Buckman Direct Diversion Board  
**From:** Mackie Romero, BDD Financial Manager *MR*  
**Subject:** Carry Forward Funding

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**ITEM AND ISSUE:**

Request for approval to carry forward \$380,000 of unexpended funds from the FY2020 Operating Budget to the FY2021 Operating Budget to be utilized as authorized by the BDDDB.

**BACKGROUND AND SUMMARY:**

The FY2020 annual operating budget adopted by the Buckman Direct Diversion Board included funding for two major projects. The first project is the BDD Security System Access Control upgrade project, which is estimated to cost about \$250,000. The second project is the BDD Database Migration project, which is estimated to cost about \$60,000. However due to the lack of staffing resources and then the current pandemic, the BDD was unable to issue a request for proposal to get these projects completed within the fiscal year.

With the current economic situation the BDD is requesting to carry forward this funding to the FY2021 Operating Budget to be utilized for these projects. This request will provide the funding needed to complete the projects without having to request additional funding from our partners in the current fiscal year. The budget amendment resolution will budget these funds in the service contract line item.

This request also includes authorization to carry forward the \$70,000 furlough savings to be utilized to help support the operations of the BDD in the current fiscal year. Upon approval this funding will be included in the revised annual operating budget request to be adopted by the BDDDB.

**ACTION REQUESTED:**

Staff recommends approval to carry forward funding of \$380,000 to be utilized in the FY2021 Operating Budget year.

Approved by BDDDB July 2, 2020

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Councilor JoAnne Vigil Coppler, BDDDB Chair



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506



Log # <i>{Finance use only}</i> :	
Batch # <i>{Finance use only}</i> :	

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

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion	DATE 7/2/2020
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ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b><u>EXPENDITURES</u></b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Service Contracts	8000810	510310		310,000	
<b><u>REVENUES</u></b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>

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

	\$ 310,000	\$ -
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To budget funds authorized by the BDDB.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
800	(310,000)
<b>TOTAL:</b>	<b>(310,000)</b>

BDDB Approved 07/02/2020

Mackie Romero	7/2/2020	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i>
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>
		City Council Approval Date	
		Agenda Item #:	