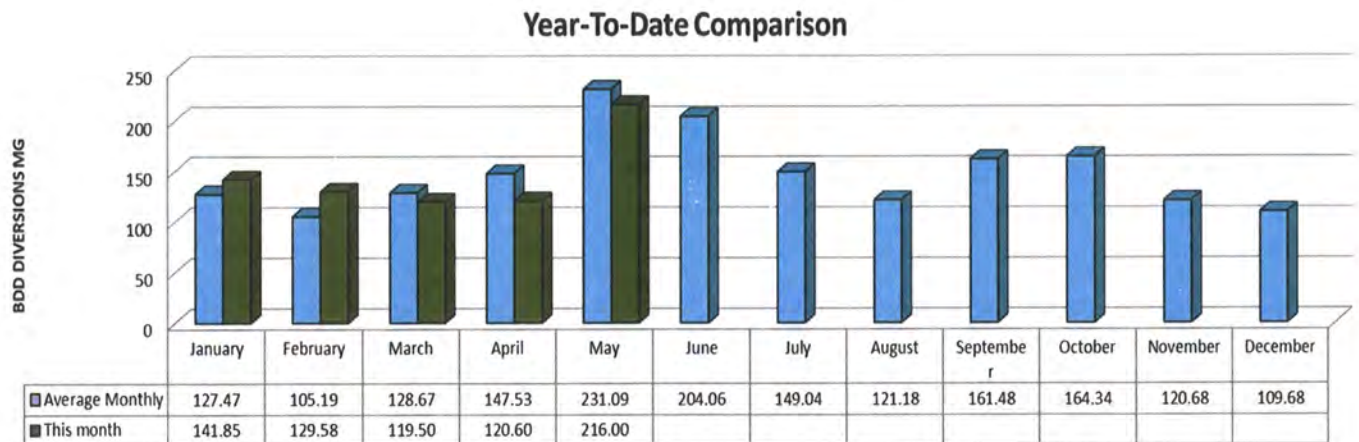




Date: June 4, 2020
To: Buckman Direct Diversion Board
From: Randy Sugrue, BDD Operations Superintendent
Subject: Update on BDD Operations for the Month of May 2020

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of May 2020. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
 - a. Raw water diversions: 6.96 MGD.
 - b. Drinking water deliveries through Booster Station 4A/5A: 5.37 MGD.
 - c. Raw water delivery to Las Campanas at BS2A: 1.33 MGD.
 - d. Onsite treated and non-treated water storage: 0.35 MGD Average.
2. The BDD is providing approximately 47% percent of the water supply to the City and County for the month.
3. Drought Summary.
4. The BDD year-to-date diversions are depicted below:



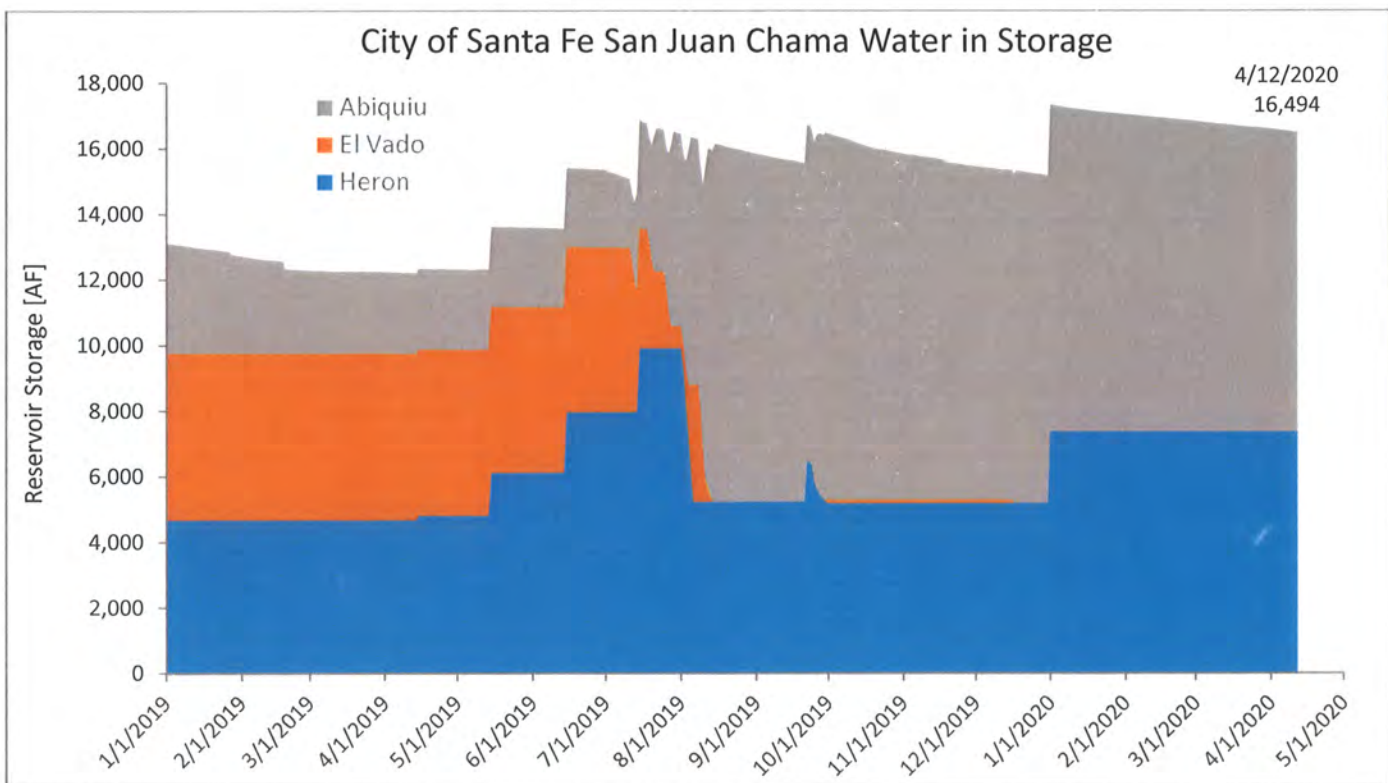


Drought/Monsoon, and Storage

May 14, 2020

Synopsis: There is a ~65% chance of ENSO-neutral during Northern Hemisphere summer 2020, with chances decreasing through the autumn (to 45-50%).

During April 2020, positive sea surface temperature (SST) anomalies weakened and were near zero by the end of the month. All of the Niño indices decreased during the month, with the latest weekly Niño index values near +0.2°C. Equatorial subsurface temperatures (averaged across 180°-100°W) declined further and were below average, due to the eastward expansion of below-average subsurface temperatures into the eastern Pacific. Also during the month, low-level wind anomalies were easterly across the central and east-central Pacific, while upper-level wind anomalies were westerly over the central and eastern portions of the basin. Tropical convection was near average around Indonesia and suppressed over the Date Line. Overall, the combined oceanic and atmospheric system remained consistent with ENSO-neutral.





Buckman Direct Diversion Monthly SJC and Native Diversions

May-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	663.120	552.600	0.000	110.520	110.520	0.000	0.995
JUN	0.000	0.000	0.000	0.000	0.000	0.000	0.000
JUL	0.000	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	2,214.812	1,264.986	0.000	949.826	882.343	67.482	8.791

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	180.000	0.000	25.848	23.166	0.744	205.848
JUN	0.000	0.000	0.000	0.000	0.000	0.000
JUL	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	412.048	0.000	296.312	272.129	22.526	708.360



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
TOTAL	4,744.916	1,744.482	0.000	3,000.434	2,680.275	320.160	24.886

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversion
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
TOTAL	568.235	0.000	965.760	863.292	103.299	1,533.995



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
TOTAL	7,268.656	1,317.200	0.000	5,951.456	5,588.327	363.129	59.073

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
TOTAL	1,317.200	0.000	5,891.477	5,531.706	359.772	7,208.677



Dec-17

In Acre-Feet

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

In Acre-Feet

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

Memorandum



Buckman Direct Diversion

Date: June 4, 2020
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager
Subject: FY2021 Budget Analysis & Revenue Forecasting

ITEM AND ISSUE:

Presentation of Budget Analysis and Revenue Forecasting of the FY 2021 Operating Budget.

BACKGROUND AND SUMMARY:

The Buckman Direct Diversion is funded by the City of Santa Fe, Santa Fe County and the Las Campanas partners by the approval and formal adoption of the annual operating budget.

On February 6, 2020 the Buckman Direct Diversion Board approved and recommended the BDD Annual Operating Budget for Fiscal Year 2021 and contributions to our Major Repair and Replacement Fund to City of Santa Fe's City Council and Santa Fe County Board of Commissioners.

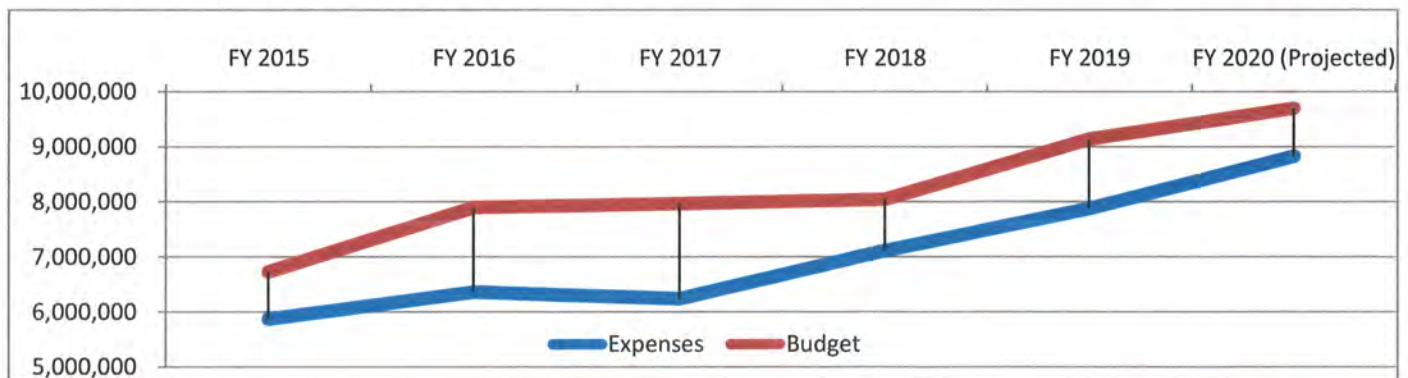
Since this recommendation the current pandemic has caused uncertainty and economic hardships to our government and our community. Therefore we have reached out to our partners requesting communication on any changes to their water predictions and ability to provide the funding recommended by the BDDDB. We have received a formal request from our partner the City of Santa Fe, requesting a reduction of their portion of the FY 2021 BDD Operating Budget.

Budget Analysis and Reduction Projection:

In evaluating the approved budget request and the potential reduction, we first reviewed the budget to actuals for the current year and two years prior. Closing the gap between actual expenditures and budget is always a consideration in the development of the annual operating budget request.

CUMULATIVE BDD EXPENSES TO ADOPTED BUDGET

CHART 1



BUDGET TO ACTUALS COMPARISON

TABLE 1

	FY 2018 Adopted Budget	FY 2018 Actual 6/30/2018	FY 2018 Variance \$ (Under) / Over Budget	%		FY 2019 Adopted Budget	FY 2019 Actual 6/30/2019	FY 2019 Variance \$ (Under) / Over Budget	%
Revenues/Reimbursements by Fund:									
City of Santa Fe	\$ 6,036,958	5,405,492	(631,466)	90%		\$ 6,920,136	\$ 5,678,735	(1,241,402)	82%
Santa Fe County	2,034,476	1,726,063	(308,412)	85%		2,212,679	2,292,760	80,081	104%
County Conservation Fee	-	-	-			62,475.00	63,830.40	1,355	0%
The Club at LC	297,374	256,909	(40,466)	86%		338,209	155,842	(182,367)	46%
LC Water Cooperative	67,025	81,020	13,995	121%		74,306	70,191	(4,115)	94%
PNM Solar Rebates	142,760	178,164	35,404	125%		120,000	151,462	31,462	126%
Federal Funds	96,000	90,059	(5,941)	94%		96,000	95,024	(976)	99%
Total	\$ 8,674,593	\$ 7,737,707	\$ (936,886)	89%		\$ 9,823,805	\$ 8,507,843	\$ (1,315,962)	87%
Expenditures by Category:									
Salaries	\$ 3,536,594	\$ 3,314,411	\$ 222,183	94%		\$ 3,571,673	\$ 2,982,870	\$ 588,803	84%
Electricity	1,108,000	1,150,726	(42,726)	104%		1,200,000	1,026,577	(173,423)	86%
Chemicals	375,000	387,785	(12,785)	103%		336,000	312,691	(23,309)	93%
Solids	120,000	91,562	28,438	76%		120,000	61,209	(58,791)	51%
Materials & Supplies	714,802	715,795	(993)	100%		819,435	704,188	(115,247)	86%
Other Operating Costs	993,224	897,823	95,401	90%		1,045,231	951,328	(93,903)	91%
Federal Sampling Program	96,000	90,059	5,941			96,000	95,024	(976)	
Litigation Costs	1,025,384	383,957	641,427	37%		1,690,000	1,434,788	(255,212)	85%
Major Repair & Replace	626,706	626,706	-	100%		626,706	626,706	-	
Total	8,595,710	7,658,824	936,886	89%		9,505,045	8,195,380	(132,058)	86%
Fiscal Agent Fee	78,883	78,883	-	100%		318,760	312,463	6,297	98%
Total	\$ 8,674,593	\$ 7,737,707	\$ 936,886	89%		\$ 9,823,805	\$ 8,507,843	\$ 1,315,962	87%

CURRENT YEAR BUDGET TO ACTUALS COMPARISON & FY 2021 REDUCTION

TABLE 2

	FY 2020 Adopted Budget	FY 2020 PROJECTED 6/30/2020	FY 2020 Variance \$ (Under) / Over Budget	%	FY 2021 Approved Budget	\$ Change FY 2021 vs FY 2020	Proposed Reduction FY 2021 Revised Budget	\$ Change FY 2021 vs Revised FY 2021	%
Revenues/Reimbursements by Fund:									
City of Santa Fe	\$ 7,237,580	\$ 6,678,768	(558,812)	92%	\$ 7,179,237	\$ (58,343)	\$ 6,011,809	\$ (1,167,428)	-16.3%
Santa Fe County	2,318,899	2,255,822	(63,077)	97%	2,448,346	129,447	2,259,067	(189,279)	-7.7%
County Conservation F.	11,500	11,500	-	0%	11,500	-	11,500	-	0.0%
The Club at LC	384,656	347,235	(37,421)	90%	340,848	(43,808)	312,070	(28,778)	-8.4%
LC Water Cooperative	89,480	71,103	(18,377)	79%	90,571	1,091	82,260	(8,311)	-9.2%
PNM Solar Rebates	120,000	87,842	(32,158)	73%	120,000	-	80,000	(40,000)	-33.3%
Federal Funds	96,000	52,465	(43,535)	55%	96,000	-	96,000	-	
Unrestricted Funds	65,000	-	(65,000)		-	(65,000)	-	-	
Total	\$ 10,323,115	\$ 9,504,735	\$ (818,380)	92%	\$ 10,286,503	\$ (36,612)	\$ 8,852,706	\$ (1,433,797)	-14%
Expenditures by Category:									
Salaries	\$ 3,578,371	\$ 3,007,900	\$ (570,471)	84%	\$ 3,446,430	\$ (131,941)	\$ 3,110,582	\$ (335,848)	-10%
Electricity	970,000	872,571	(97,429)	90%	1,167,000	197,000	920,000	(247,000)	-21%
Chemicals	336,000	336,000	-	100%	336,000	-	336,000	-	0%
Solids	60,000	60,000	-	100%	93,219	33,219	63,219	(30,000)	-32%
Materials & Supplies	802,054	705,135	(96,919)	88%	1,091,991	289,937	437,650	(654,341)	-60%
Other Operating Costs	1,113,340	1,103,314	(10,026)	99%	1,096,798	(16,542)	930,190	(166,608)	-15%
Federal Sampling Program	96,000	52,465	(43,535)	55%	96,000	-	96,000	-	0%
Litigation Costs	2,420,000	2,420,000	-	100%	2,000,000	(420,000)	2,000,000	-	0%
Major Repair & Replace	626,706	626,706	-	100%	626,706	-	626,706	-	0%
Total	10,002,471	9,184,091	(818,380)	92%	9,954,144	(48,327)	8,520,347	(1,433,797)	-14%
Fiscal Agent Fee	320,644	320,644	-	100%	332,359	11,715.00	332,359	-	0%
Total	\$ 10,323,115	\$ 9,504,735	\$ 818,380	92%	\$ 10,286,503	\$ (36,612)	\$ 8,852,706	\$ (1,433,797)	-14%

The current year analysis is only projected as the final water allocation and actual expenses are still pending.

Fiscal Year 2021 Analysis:

FY 2021 Approved and Recommended Budget:

- Operating Budget of \$9,659,797 plus \$626,706 Contributions to the Major Repair and Replacement Fund.
 - \$9,443,797– Partner Reimbursements
 - \$120,000– PNM Solar Rebate Revenue
 - \$96,000 – Federal Funds

FY 2021 Proposed Budget Reduction

- Operating Budget of \$8,226,000 plus \$626,706 Contributions to the Major Repair and Replacement Fund.
 - \$8,676,706-Partner Reimbursements
 - \$80,000-PNM Solar Rebate Revenue
 - \$96,000-Federal Funds

Proposed Budget Reduction Scenario:

- Reduction of \$335,848 in Salaries & Benefits
 - Salary savings from 2 vacant position
 - Reduction in overtime
 - Salary savings from filling positions at a lower rate than budgeted
- Reduction of \$247,000 in Electricity
 - Expiration of unused facilities charges at solar sites
 - Reduced solar generation at WTP site
 - Reduction in fuel costs
- Reduction of \$654,341 in Materials & Supplies
 - \$371,000 delay of purchasing of new assets, crane lift, trench box, GAC media replacement, new servers and upgrades to control room.
 - Reduction in contracts, on-call services, HVAC replacement and landscaping
 - Reduction in day to day operating supplies, fuel, auto parts and tires.
 - Staff will evaluate any opportunity to use MMRF funds for items such as HVAC and GAC media replacement.
- Reduction of \$166,608 in Other Operating Costs
 - Reduction in employee tuition assistance program, only essential trainings will be allowed.
 - Reduction of Service Contracts and delay of TREAT study and software subscription renewals.
 - Reduction in promotion items
 - Reduction in office supplies, communication services, advertising and mail services.

These reductions were evaluated to reduce either non-essential items or postpone to the next budget year. We know these impacts are non-favorable however we are confident we can continue to provide the highest standard in drinking water.



MEMORANDUM

Date: May 18, 2020

To: Buckman Direct Diversion Board

Via: Regina Wheeler, City of Santa Fe Public Works Director

Rick Carpenter, BDD Facilities Manager

APPROVED

By Dale Lyons at 5:08 pm, May 18, 2020

From: Dale Lyons, Souder, Miller and Associates Renewable Energy Market Sector Manager

ITEM:

Request for approval of USFS Special Use Permit applications and fee as next steps in due diligence for potential construction and operation of solar projects identified in the City of Santa Fe's Investment Grade Audit for solar improvements.

BACKGROUND:

The City of Santa Fe commissioned an Investment Grade Audit (IGA) to identify opportunities to reduce electric utility expenses and achieve renewable energy goals through the installation of net metered solar photovoltaic (PV) systems at BDD and City sites. The results and recommendations of the IGA were presented to the BDD Board on March 5, 2020.

The City entered into a contract for further due diligence on the City and BDD sites identified for solar including the BDD Lift Station, Booster Station 1A and the Buckman Regional Water Treatment Plant. The due diligence efforts have determined that an additional net metered solar PV array at the Buckman Regional Water Treatment Plant is not advisable since it would jeopardize the significant REC payments from the existing solar array at the plant.

New Special Use Permits (SUPs) from the U.S. Forest Service will be required to develop the solar projects at the BDD Lift Station and Booster Station 1A. The U.S. Forest Service requires submittal of formal applications for utility systems on federal lands to consider granting new SUPs for the possible net metered solar PV systems. Two application packages that include the completed agency forms and detailed project information are attached. To finalize the application packages, they must be signed by the BDD Board. These new SUPs will not impact or in any way modify the existing SUPs for the BDD sites. It is anticipated that once an application package is submitted, the agency will take between three and six months to approve a new SUP. Before any actions to fund and construct the arrays, staff will return to BDD Board to report progress, make recommendations, and seek approval.

As directed by BDD Board, coordination with County staff is occurring. Public Works Director, Regina Wheeler briefed the County Utilities Director, John Dupuis, and will work with him to brief County Manager and Board of County Commissioners as appropriate. City and County staff are also evaluating the best approach for a possible solar PV system at the City's Buckman Booster Station #4 that would be sited on County land.

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13. Reasonable Alternative Routes and Modes Considered.....	5
14. Authorizations and Pending Applications for Similar Projects.....	5
15. Statement of Need for the Project, Including Economic Feasibility	5
(a) Cost of Proposal	5
(b) Cost of Next Best Alternative	5
(c) Expected Public Benefits	5
16. Probable Effects on the Population in the Area, Including the Social and Economic Aspects, and the Rural Lifestyles	5
17. Environmental Effects to Air, Visual, Water, Noise and Land Resources.....	6
(a) Air Quality.....	6
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(c) Surface and Ground Water Quality and Quantity.....	6
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(f)	Surface of the Land, Including Vegetation, Permafrost, Soil, and Soil Stability.....	6
18.	Environmental Effects to Marine and Wildlife Resources	7
(a)	Populations of fish, plant life, wildlife, and marine life, including threatened and endangered species.....	7
(b)	Marine mammals, including hunting, capturing, collecting, or killing these animals.	7
19.	Hazardous Materials	7
20.	Agencies Where This Application is Being Filed	7

1. Name and Address of Applicant

Buckman Direct Division Board
341 Caja Del Rio Rd
Santa Fe, NM 87506
(505) 955-4512

2. Name, Title, and Address of Authorized Agent

JoAnne Vigil Coppler, BDD Board Chairperson
(505) 955-6811
jvcoppler@santafenm.gov

3. Telephone Number of Applicant

See above.

4. Organizational Status of Applicant

Local Government

5. Purpose of Application

New Authorization

6. Citizenship of the Applicant

U.S. Citizen

7. Project Description

The Buckman Direct Diversion Board (BDD) intends to construct a ground-mounted solar photovoltaic (PV) system at the BDD Lift Station located west of Santa Fe along the Old Buckman Rd./County Rd. 77 on USFS land within the Santa Fe National Forest, Espanola Ranger District. The net metered solar PV system will reduce the electric utility expenses for the lift station and help meet the BDD's sustainability goals. To accommodate the additional area required for the solar PV system, directly south of and adjacent to the lift station fenced area, the BDD requests a new Special Use Permit.

Standard Form 299

Application for Transportation and Utility Systems and Facilities on Federal Lands BDD Lift Station Solar PV System

Type of System or Facility

Solar PV system.

Related Structures and Facilities

Security fence and buried electric lines.

Physical Specifications

The ground-mounted net metered solar PV system will have a capacity of 250 kW AC (see attached site plan and system component technical documents). The area required to develop the solar PV system is 41,009 square feet, which will be enclosed in a security fence. The solar PV system will be connected to the existing BDD facility through 165' long buried electrical conduit.

Terms of years Needed

The BDD requests that the new authorization match the term of the existing Special Use Permit for the lift station.

Time of year of Use or Operation

The solar PV system will operate year-round.

Temporary Work Areas Needed for Construction

Construction activities will occur within the new fenced enclosure for the solar PV system and in the corridor of the buried electrical line. The fenced enclosure will be accessed through a gate directly from the Old Buckman Rd./County Rd. 77.

8. Project Map

See attached project site plan.

9. State or Local Government Approvals

Applications for all required state and local permits will be submitted during, or after, the U.S. forest Service's review and approval process, as appropriate.

10. Application Fee

Attached.

11. International Boundaries and Waterways

The Project does not cross an international boundary or waterway.

12. Technical and Financial Capability

As public entities, the BDD and its fiscal agent, the City of Santa Fe, have the financial capability and technical expertise to plan, develop, operate, maintain, and terminate the infrastructure systems described in this SF-299 application and do not anticipate any funding problems that would impede completion of these projects. The BDD and the City of Santa Fe routinely manage much larger, more complex projects.

13. Reasonable Alternative Routes and Modes Considered

The proposed net metered solar PV system site was chosen based on the close proximity to the lift station electric meter, good site access from the road, and because the site is relatively flat and not traversed by any significant drainages. Alternatives to the planned project were not considered because they would not meet the project objectives.

14. Authorizations and Pending Applications for Similar Projects

15. Statement of Need for the Project, Including Economic Feasibility

(a) Cost of Proposal

The estimated construction cost for the solar PV system \$693,451.

(b) Cost of Next Best Alternative

No alternatives were considered at this site.

(c) Expected Public Benefits

In the first year after completion, the solar PV system will save approximately \$82,893 in electric utility costs.

16. Probable Effects on the Population in the Area, Including the Social and Economic Aspects, and the Rural Lifestyles

During construction, there may be a temporary increase in employment opportunities for local residents, as well as local economic benefits resulting from a temporary increase in the population due to the temporary relocation of construction personnel to the proposed action area. The proposed action is not anticipated to have any permanent impacts to the local population because the proposed action will not require on-site personnel and will be maintained by existing personnel.

17. Environmental Effects to Air, Visual, Water, Noise and Land Resources

(a) Air Quality

During construction, the surface soil disturbance will be limited to driving metal piers for the solar system racking, trenching for electric lines, and vehicles driving across the site. Air Quality impacts from the project are not anticipated off-site. After construction, the site will be reseeded with native grass to limit erosion.

(b) Visual Impact

The BDD Lift Station is visible from across the Rio Grande at the White Rock Overlook. The planned solar PV system at this site will likewise be visible from the White Rock Overlook. However, the view will be partially obscured by existing piñon and juniper trees to the west of the lift station. The addition of a solar PV system at this site will be visually congruent with the lift station and other utility infrastructure in the area.

(c) Surface and Ground Water Quality and Quantity

Construction and operation of the planned project is not anticipated to adversely impact water quality at the project site nor in the surrounding area. The solar PV system's racking system will consist of metal piers driven into the soil, and the only on-site excavation will be trenching to install the buried electric lines. In accordance with the project's Stormwater Pollution Prevention Plan (SWPPP), best management practices (BMPs) will be implemented to limit soil erosion. These BMPs will serve to limit soil disturbances and ensure that disturbed areas are revegetated post-construction.

(d) Control or Structural Change on Any Stream or Other Body of Water

The planned project will impact any body of water and will not involve any modifications to channels or streamflow.

(e) Existing Noise Levels

During construction, the project will involve use of vehicles and construction equipment. Noise during construction is not expected to be louder than vehicle noise on the adjacent Old Buckman Rd./County Rd. 77. Once completed, the operating solar system will not emit any audible noise.

(f) Surface of the Land, Including Vegetation, Permafrost, Soil, and Soil Stability

Construction and operation of the planned project is not anticipated to adversely impact air quality at the project site nor in the surrounding area. The solar PV system's racking system will consist of metal piers driven into the soil, and the only on-site excavation will be trenching to install the buried electric lines. In accordance with the project's Stormwater Pollution Prevention Plan (SWPPP), best management practices (BMPs) will be implemented to limit soil erosion. These BMPs will serve to limit soil disturbances and ensure that disturbed areas are revegetated post-construction.

18. Environmental Effects to Marine and Wildlife Resources

- (a) Populations of fish, plant life, wildlife, and marine life, including threatened and endangered species

Wildlife resources in the project area have been documented. The agency will evaluate whether the planned project will occur in any known protected species habitat areas. All aspects (construction, operation and maintenance) of the planned project will comply with applicable regulations, and with standard protocols and procedures.

- (b) Marine mammals, including hunting, capturing, collecting, or killing these animals.

The proposed action is not within any areas of marine habitat; therefore, no marine mammals will be impacted.

19. Hazardous Materials

Hazardous materials used during construction of the planned project will be limited to fuel for construction equipment and vehicles, lubricants for tools, and similar substances. No storage or use of large quantities of any of these materials will be required within the proposed action area at any time. Due to the limited volume of these materials that will be required for construction, the potential risk of impact to soil and water resources or wildlife is very limited. All applicable standard operating procedures regarding the construction and installation of structures will be followed.

20. Agencies Where This Application is Being Filed

U.S. Department of Agriculture, Forest Service
Santa Fe National Forest
Jonathan Hayden, JD
11 Forest Lane
Santa Fe, NM 87508
505-438-5385
Jonathan.hayden@usda.gov

STANDARD FORM 299
APPLICATION FOR TRANSPORTATION, UTILITY SYSTEMS, TELECOMMUNICATIONS AND FACILITIES
ON FEDERAL LANDS AND PROPERTY

FORM APPROVED
OMB Control Number: 0596-0249
Expiration Date: 02/28/2023

FOR AGENCY USE ONLY

Application Number

Date Filed

NOTE: Before completing and filing the application for an authorization (easement, right-of-way, lease, license or permit), the applicant should completely review this package, including instructions, and schedule a pre-application meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the pre-application meeting.

1. Name and address of applicant

**BUCKMAN DIRECT DIVERSION
BOARD**
341 Caja Del Rio Rd.
Santa Fe, New Mexico 87506

2. Name and address of authorized agent if
different from item 1

**JoAnne Vigil Coppler, BDD Board
Chairperson**

3. Applicant telephone number and
email:

(505) 955-4512

Authorized agent telephone number
and email:

**(505) 955-6811
jvcoppler@santafenm.gov**

4. As applicant are you? *(check one)*

- a. ☐ Individual
- b. ☐ Corporation*
- c. ☐ Partnership/Association*
- d. ☐ State Government/State Agency
- e. ☒ Local Government
- f. ☐ Federal Agency

** If checked, complete supplemental page*

5. Specify what application is for: *(check one)*

- a. ☒ New authorization
- b. ☐ Renewing existing authorization number
- c. ☐ Amend existing authorization number
- d. ☐ Assign existing authorization number
- e. ☐ Existing use for which no authorization has been received *
- f. ☐ Other*

** If checked, provide details under item 7*

6. If an individual, or partnership, are you a citizen(s) of the United States? ☐ Yes ☐ No

7. Project description (describe in detail): (a) Type of use or occupancy, (e.g., canal, pipeline, road, telecommunications); (b) related structures and facilities; (c) physical specifications (*Length, width, grading, etc.*); (d) term of days/years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for activity/construction (*Attach additional sheets, if additional space is needed.*)

BDD Lift Station
See attached.

8. Attach a map covering area and show location of project proposal.

9. State or Local government approval: ☒ Attached ☐ Applied for ☐ Not Required

10. Nonrefundable application fee: ☒ Attached ☐ Not required ☐ To be determined by agency

11. Does project cross international boundary or affect international waterways? ☐ Yes ☒ No (*if "yes," indicate on map*)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

See attached.

13a. Describe other alternative locations considered.

See attached.

b. Why were these alternatives not selected?

See attached.

c. Give explanation as to why it is necessary to use or occupy Federal assets (lands or buildings).

See attached.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (*Specify number, date, code, or name*)

See attached.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

See attached.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

See attached.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability; and, (g) historic or archaeological resources or properties.

See attached.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plant life, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

See attached.

19. State whether any hazardous material, as defined in this paragraph, would be used, produced, transported or stored on or in a federal building or federal lands or would be used in connection with the proposed use or occupancy. "Hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

See attached.

20. Name all the Federal Department(s)/Agency(ies) where this application is being filed.

U.S. Forest Service, Santa Fe National Forest, 11 Forest Lane, Santa Fe, NM 87508

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation utility systems telecommunication installations facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Wired and wireless systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Alaska Regional Office
709 West 9th Street
Juneau, Alaska 99802
Telephone: (907) 586-7177

Department of the Interior
Alaska State Office
Bureau of Land Management
222 West 7th Avenue #13
Anchorage, Alaska 99513
Public Room: 907-271-5960
FAX: 907-271-3684
(or a local BLM Office)

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director 1011
East Tudor Road Anchorage, Alaska
99503 Telephone: (907) 786-3440

National Park Service (NPS)
Alaska Regional Office
240 West 5th Avenue
Anchorage, Alaska 99501
Telephone: (907) 644-3510

Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Officer, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation, utility systems, telecommunication installations and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 The responsible agency will provide additional instructions.
- 13 Providing information on alternate locations in as much detail as possible, discussing why certain locations were rejected and why it is necessary to use Federal assets will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate locations as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 Providing this information with as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

EFFECT OF NOT PROVIDING INFORMATION

Disclosure of the information is voluntary. If all the information is not provided, the proposal or application may be rejected.

DATA COLLECTION STATEMENT

The Federal agencies collect this information from proponents and applicants requesting a right-of-way, permit, license, lease, or certification for use of Federal assets. The Federal agencies use this information to evaluate a proponent's or applicant's proposal to use Federal assets.

BURDEN STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0249. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The authority to collect this information is derived from 47 U.S.C. 1455(c)(3) and 16 U.S.C. 3210.

USDA NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

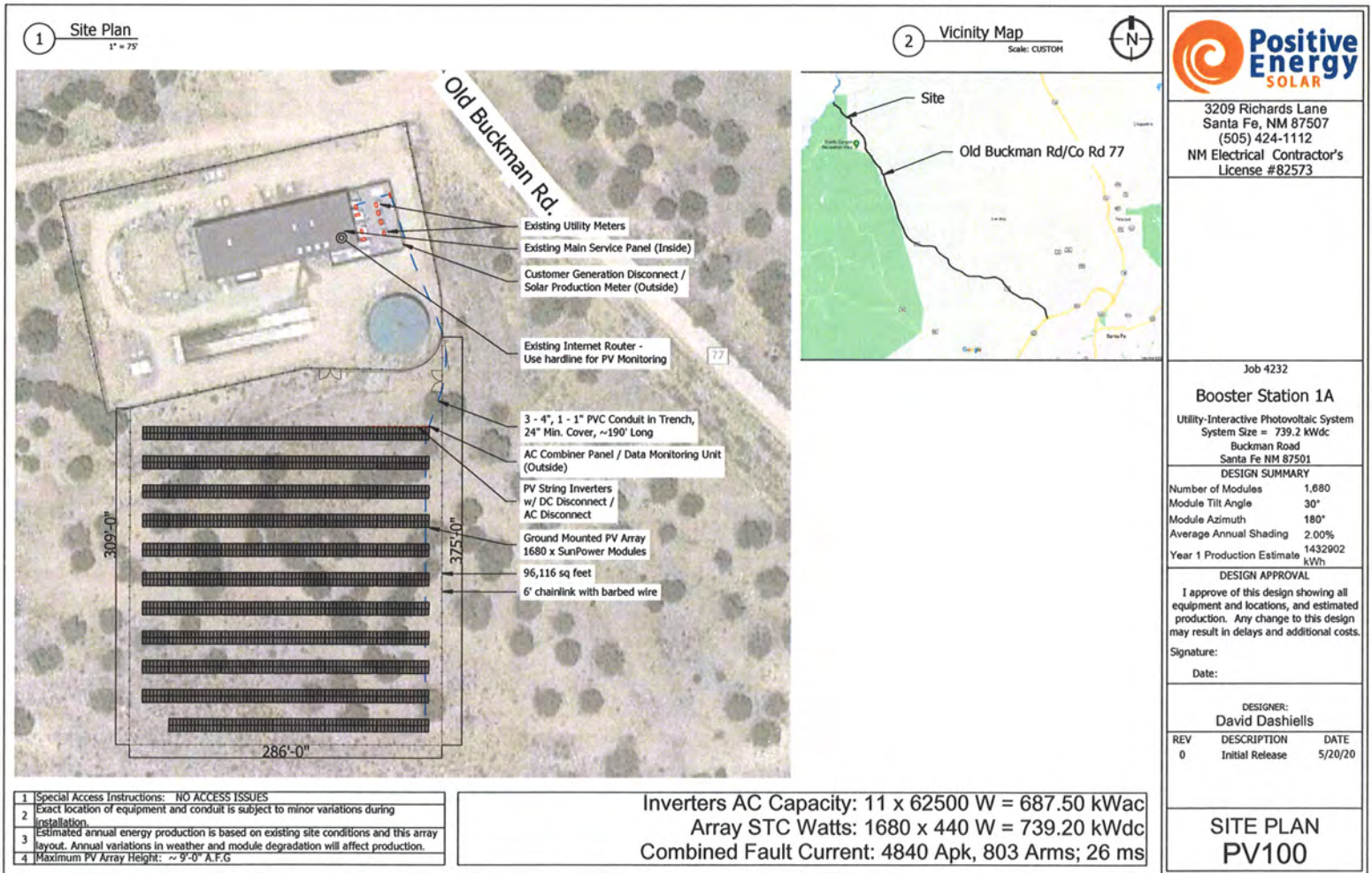
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

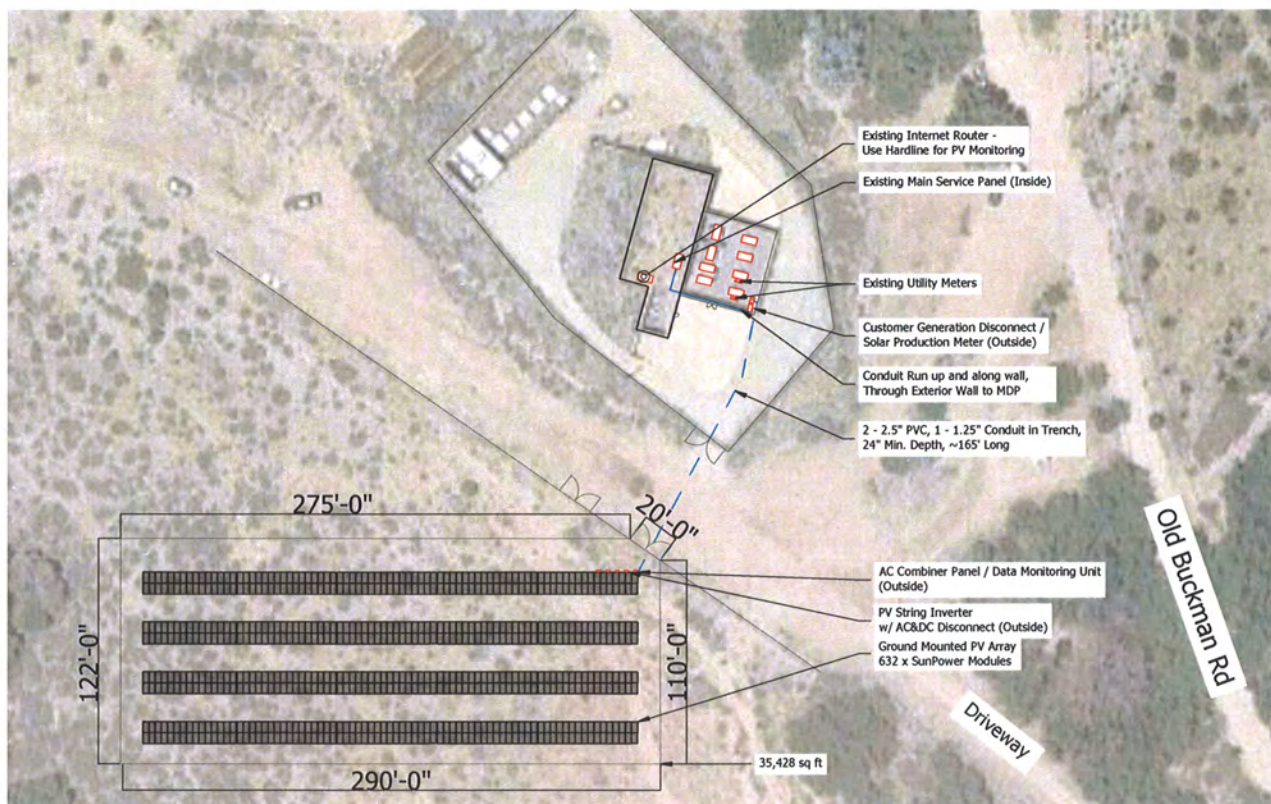
SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
	ATTACHED	FILED*
I - PRIVATE CORPORATIONS		
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
II - PUBLIC CORPORATIONS		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>

*If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (*e.g., number, date, code, name*). If not on file or current, attach the requested information.



1 Site Plan
1" = 50'



1	Special Access Instructions: NO ACCESS ISSUES
2	Exact location of equipment and conduit is subject to minor variations during installation.
3	Estimated annual energy production is based on existing site conditions and this array layout. Annual variations in weather and module degradation will affect production.
4	Maximum PV Array Height: ~9'-0" A.F.G.

Inverters AC Capacity: 4 x 62500 W = 250.00 kWac
 Array STC Watts: 632 x 440 W = 278.08 kWdc
 Combined Fault Current: 1760 Apk, 292 Arms; 26 ms



3209 Richards Lane
 Santa Fe, NM 87507
 (505) 424-1112
 NM Electrical Contractor's
 License #82573

Job 4233

Buckman Lift Station

Utility-Interactive Photovoltaic System
 System Size = 278.08kWdc
 Buckman Road
 Santa Fe NM 87501

DESIGN SUMMARY

Number of Modules	632
Module Tilt Angle	30°
Module Azimuth	180°
Average Annual Shading	2.25%
Year 1 Production Estimate	537899 kWh

DESIGN APPROVAL

I approve of this design showing all equipment and locations, and estimated production. Any change to this design may result in delays and additional costs.

Signature:

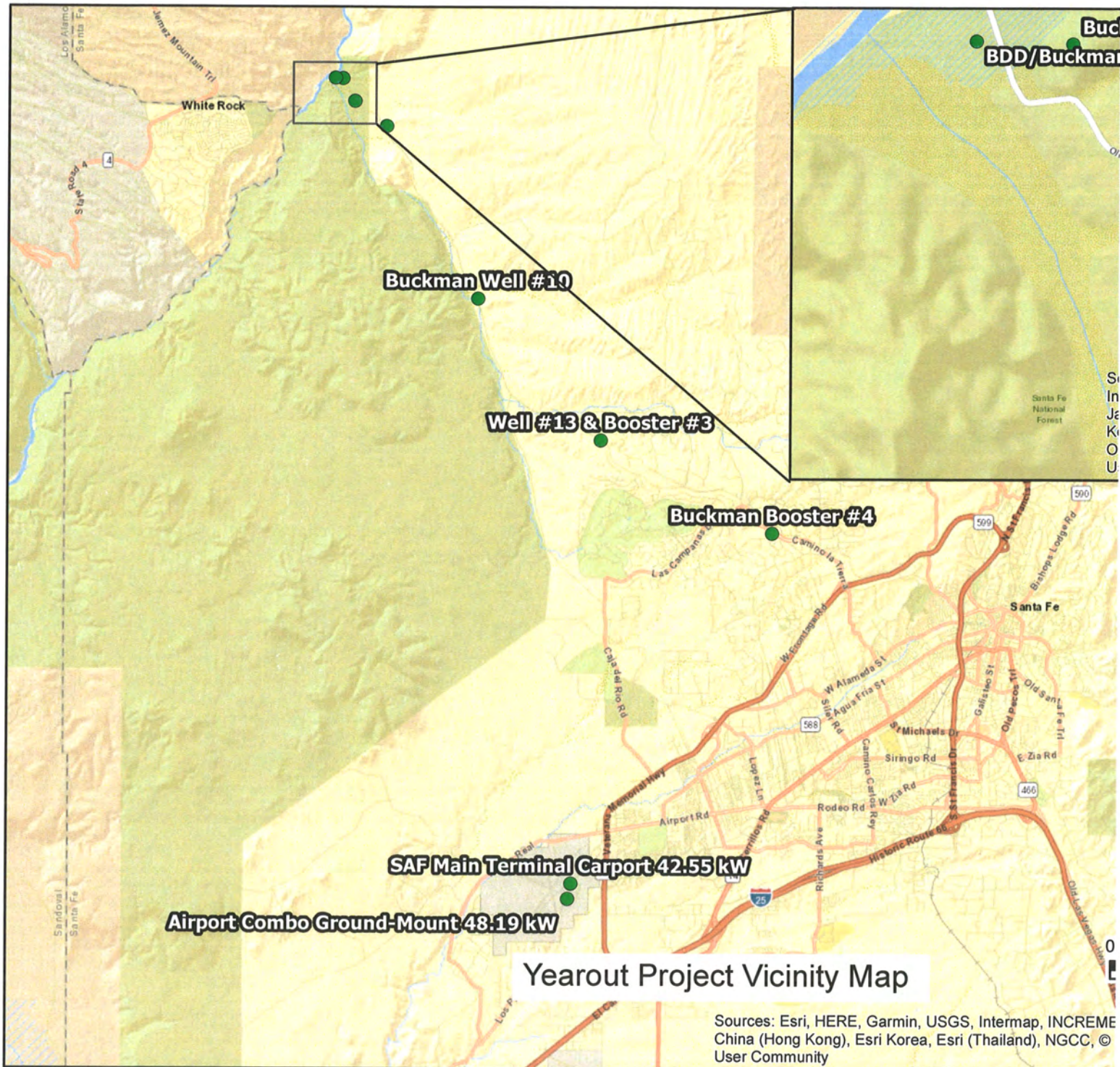
Date:

DESIGNER:

David Dashiells

REV	DESCRIPTION	DATE
0	Initial Release	5/15/20

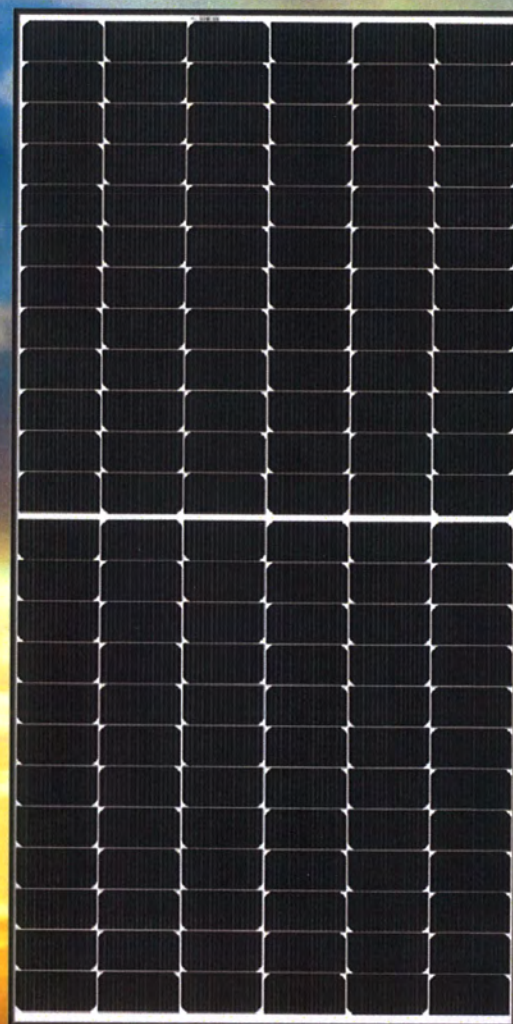
SITE PLAN
 PV100



SOLAR'S MOST TRUSTED



REC ALPH α 72 SERIES



450 W_P

POWER

20 YEAR

PRODUCT WARRANTY

25 YEAR

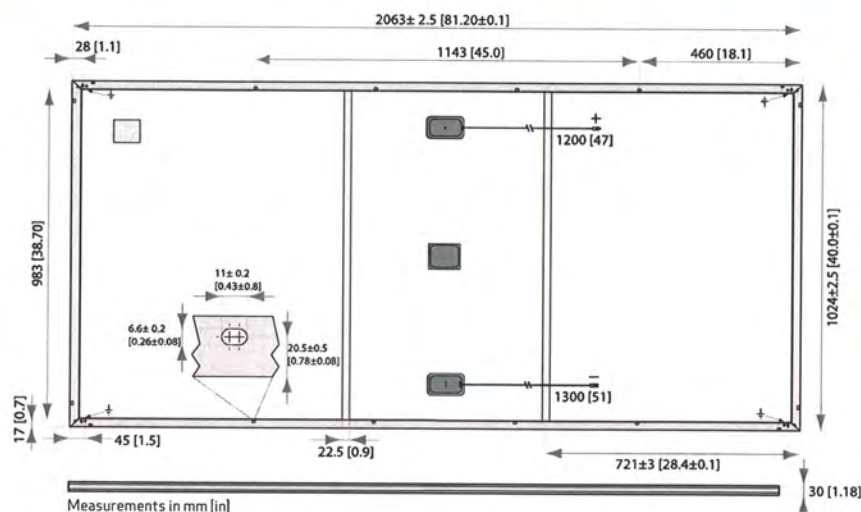
POWER OUTPUT WARRANTY



recgroup.com/alpha

REC ALPHA 72 SERIES

PRODUCT DATASHEET



GENERAL DATA

Cell type:	144 half-cut cells with REC heterojunction cell technology	Junction box:	3-part, 3 bypass diodes, IP67 rated in accordance with IEC 62790
Glass:	3.2 mm solar glass with anti-reflection surface treatment	Cable:	4 mm² solar cable, 1.2 m + 1.3 m in accordance with EN 50618
Backsheet:	Highly resistant polymeric construction	Connectors:	Stäubli MC4Evo2 PV-KBT4-EV02/PV-KST4-EV02(4mm²) in accordance with IEC 62852 IP68 only when connected
Frame:	Anodized aluminum (black)	Origin:	Made in Singapore

ELECTRICAL DATA @ STC

Product Code*: RECxxxAA 72

	430	435	440	445	450
Nominal Power - P_{MPP} (Wp)	430	435	440	445	450
Watt Class Sorting - (W)	-0/+5	-0/+5	-0/+5	-0/+5	-0/+5
Nominal Power Voltage - V_{MPP} (V)	45.1	45.4	45.7	46.0	46.3
Nominal Power Current - I_{MPP} (A)	9.54	9.59	9.63	9.68	9.72
Open Circuit Voltage - V_{OC} (V)	52.7	52.9	53.0	53.2	53.2
Short Circuit Current - I_{SC} (A)	10.25	10.27	10.31	10.38	10.43
Panel Efficiency (%)	20.4	20.6	20.8	21.0	21.3

Values at standard test conditions (STC: air mass AM1.5, irradiance 1000 W/m², temperature 25°C), based on a production spread with a tolerance of V_{OC} & I_{SC} $\pm 3\%$ within one watt class. *Where xxx indicates the nominal power class (P_{MPP}) at STC above.

ELECTRICAL DATA @ NMOT

Product Code*: RECxxxAA 72

	327	331	335	339	342
Nominal Power - P_{MPP} (Wp)	327	331	335	339	342
Nominal Power Voltage - V_{MPP} (V)	42.5	42.7	43.1	43.3	43.6
Nominal Power Current - I_{MPP} (A)	7.71	7.75	7.78	7.82	7.85
Open Circuit Voltage - V_{OC} (V)	49.7	49.8	49.9	50.1	50.1
Short Circuit Current - I_{SC} (A)	8.28	8.29	8.33	8.38	8.42

Nominal module operating temperature (NMOT: air mass AM1.5, irradiance 800 W/m², temperature 20°C, windspeed 1 m/s). *Where xxx indicates the nominal power class (P_{MPP}) at STC above.

CERTIFICATIONS

IEC 61215:2016	Pending
IEC 61730:2016	Pending
UL 61730	Pending
ISO 9001:2015	Quality Management
ISO 14001:2004	Environmental Management
OHSAS 18001:2007	Health & Safety Management



takeaway
for an easy way
take-away WEEE-compliant
recycling scheme

WARRANTY

20 year product warranty
25 year linear power output warranty
Maximum annual power degradation of 0.25% p.a.
Guarantees 92% of power after 25 years
See warranty conditions for further details.

MECHANICAL DATA

Dimensions:	2063 x 1026 x 30 mm
Area:	2,11 m²
Weight:	23,6 kg

MAXIMUM RATINGS

Operational temperature:	-40 ... +85°C
Maximum system voltage:	1500 V
Design load (+): snow	3600 Pa (367 kg/m²)*
Maximum test load (+):	5400 Pa (550 kg/m²)*
Design load (-): wind	1600 Pa (163 kg/m²)*
Maximum test load (-):	2400 Pa (245 kg/m²)*
Max series fuse rating:	25 A
Max reverse current:	25 A

* Calculated using a safety factor of 1.5
* See installation manual for mounting instructions

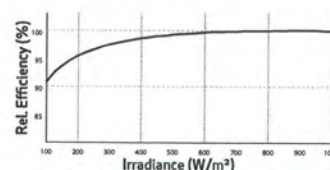
TEMPERATURE RATINGS*

Nominal Module Operating Temperature:	44°C ($\pm 2^\circ\text{C}$)
Temperature coefficient of P_{MPP} :	-0.26 %/°C
Temperature coefficient of V_{OC} :	-0.24 %/°C
Temperature coefficient of I_{SC} :	0.04 %/°C

*The temperature coefficients stated are linear values

LOW LIGHT BEHAVIOUR

Typical low irradiance performance of module at STC:



Specifications subject to change without notice.

Ref: PM-DS-12-03-Rev-B 08.19

Founded in Norway in 1996, REC is a leading vertically integrated solar energy company. Through integrated manufacturing from silicon to wafers, cells, high-quality panels and extending to solar solutions, REC provides the world with a reliable source of clean energy. REC's renowned product quality is supported by the lowest warranty claims rate in the industry. REC is a Bluestar Elkem company with headquarters in Norway and operational headquarters in Singapore. REC employs around 2,000 people worldwide, producing 1.5 GW of solar panels annually.



www.recgroup.com





SUNNY TRIPOWER CORE1 33-US / 50-US / 62-US



Fully integrated

- Innovative design requires no additional racking for rooftop installation
- Integrated DC and AC disconnects and overvoltage protection
- 12 direct string inputs for reduced labor and material costs

Increased power, flexibility

- Multiple power ratings for small to large scale commercial PV installations
- Six MPP trackers for flexible stringing and maximum power production
- OptiTrac™ Global Peak shade tolerant MPP tracking

Enhanced safety, reliability

- Integrated SunSpec PLC signal for module-level rapid shutdown compliance to 2017 NEC
- Next-gen DC AFCI arc-fault protection certified to new Standard UL 1699B Ed. 1

Smart monitoring, control, service

- Advanced smart inverter grid support capabilities
- Increased ROI with SMA ennexOS cross sector energy management platform
- SMA Smart Connected proactive O&M solution reduces time spent diagnosing and servicing in the field

SUNNY TRIPOWER CORE1 33-US / 50-US / 62-US

It stands on its own

The Sunny Tripower CORE1 is the world's first free-standing PV inverter for commercial rooftops, carports, ground mount and repowering legacy solar projects. Now with expanded features and new power classes, the CORE1 is the most versatile, cost-effective commercial solution available. From distribution to construction to operation, the Sunny Tripower CORE1 enables logistical, material, labor and service cost reductions. Integrated SunSpec PLC for rapid shutdown and enhanced DC AFCI arc-fault protection ensure compliance to the latest safety codes and standards. With Sunny Tripower CORE1 and SMA's ennexOS cross sector energy management platform, system integrators can deliver comprehensive commercial energy solutions for increased ROI.

Technical data	Sunny Tripower CORE1 33-US	Sunny Tripower CORE1 50-US	Sunny Tripower CORE1 62-US
Input (DC)			
Maximum array power	50000 Wp STC	75000 Wp STC	93750 Wp STC
Maximum system voltage		1000 V	
Rated MPP voltage range	330 V ... 800 V	500 V ... 800 V	550 V ... 800 V
MPPT operating voltage range		150 V ... 1000 V	
Minimum DC voltage / start voltage		150 V / 188 V	
MPP trackers / strings per MPP input		6 / 2	
Maximum operating input current / per MPP tracker		120 A / 20 A	
Maximum short circuit current per MPPT / per string input		30 A / 30 A	
Output (AC)			
AC nominal power	33300 W	50000 W	62500 W
Maximum apparent power	33300 VA	53000 VA	66000 VA
Output phases / line connections		3 / 3-[N]-PE	
Nominal AC voltage		480 V / 277 V WYE	
AC voltage range		244 V ... 305 V	
Maximum output current	40 A	64 A	80 A
Rated grid frequency		60 Hz	
Grid frequency / range		50 Hz, 60 Hz / -6 Hz ... +6 Hz	
Power factor at rated power / adjustable displacement		1 / 0.0 leading ... 0.0 lagging	
Harmonics THD		<3 %	
Efficiency			
CEC efficiency	97.5%	97.5%	97.5%
Protection and safety features			
Load rated DC disconnect		●	
Load rated AC disconnect		●	
Ground fault monitoring: Riso / Differential current		● / ●	
DC AFCI arc-fault protection		●	
SunSpec PLC signal for rapid shutdown		●	
DC reverse polarity protection		●	
AC short circuit protection		●	
DC surge protection: Type 2 / Type 1+2		○ / ○	
AC surge protection: Type 2 / Type 1+2		○ / ○	
Protection class / overvoltage category (as per UL 840)		I / IV	
General data			
Device dimensions (W / H / D)	621 mm / 733 mm / 569 mm (24.4 in x 28.8 in x 22.4 in)		
Device weight	84 kg (185 lbs)		
Operating temperature range	-25 °C ... +60 °C (-13 °F ... +140 °F)		
Storage temperature range	-40 °C ... +70 °C (-40 °F ... +158 °F)		
Audible noise emissions (full power @ 1m and 25 °C)	65 dB (A)		
Internal consumption at night	5 W		
Topology	Transformerless		
Cooling concept	OptiCool (forced convection, variable speed fans)		
Enclosure protection rating	Type 4X, 3SX (as per UL 50E)		
Maximum permissible relative humidity (non-condensing)	100%		
Additional information			
Mounting	Free-standing with included mounting feet		
DC connection	Amphenol UTX PV connectors		
AC connection	Screw terminals - 4 AWG to 4/0 AWG CU/AL		
LED indicators (Status / Fault / Communication)	● (2 ports) / ● / ○		
Network interfaces: Ethernet / WLAN / RS485	● / ● / ●		
Data protocols: SMA Modbus / SunSpec Modbus / Webconnect	●		
Multifunction relay	●		
OptiTrac Global Peak (shade-tolerant MPP tracking)	●		
Integrated Plant Control / Q on Demand 24/7	● / ●		
Off-Grid capable / SMA Fuel Save Controller compatible	● / ●		
SMA Smart Connected (proactive monitoring and service support)	●		
Certifications			
Certifications and approvals	UL 1741, UL 1699B Ed. 1, UL 1998, CSA 22.2 107-1, PV Rapid Shutdown System Equipment		
FCC compliance	FCC Part 15 Class A		
Grid interconnection standards	IEEE 1547, UL 1741 SA - CA Rule 21, HECO Rule 14H		
Advanced grid support capabilities	L/HFRT, L/HVRT, Volt-Var, Volt-Watt, Frequency-Watt, Ramp Rate Control, Fixed Power Factor		
Warranty			
Standard	10 years		
Optional extensions	15 / 20 years		
○ Optional features ● Standard features - Not available			
Type designation	STP 33-US-41	STP 50-US-41	STP 62-US-41
Accessories			



SMA Data Manager M
EDMM-US-10



SMA Sensor Module
MD.SEN-US-40



Universal Mounting System
UMS_KIT-10

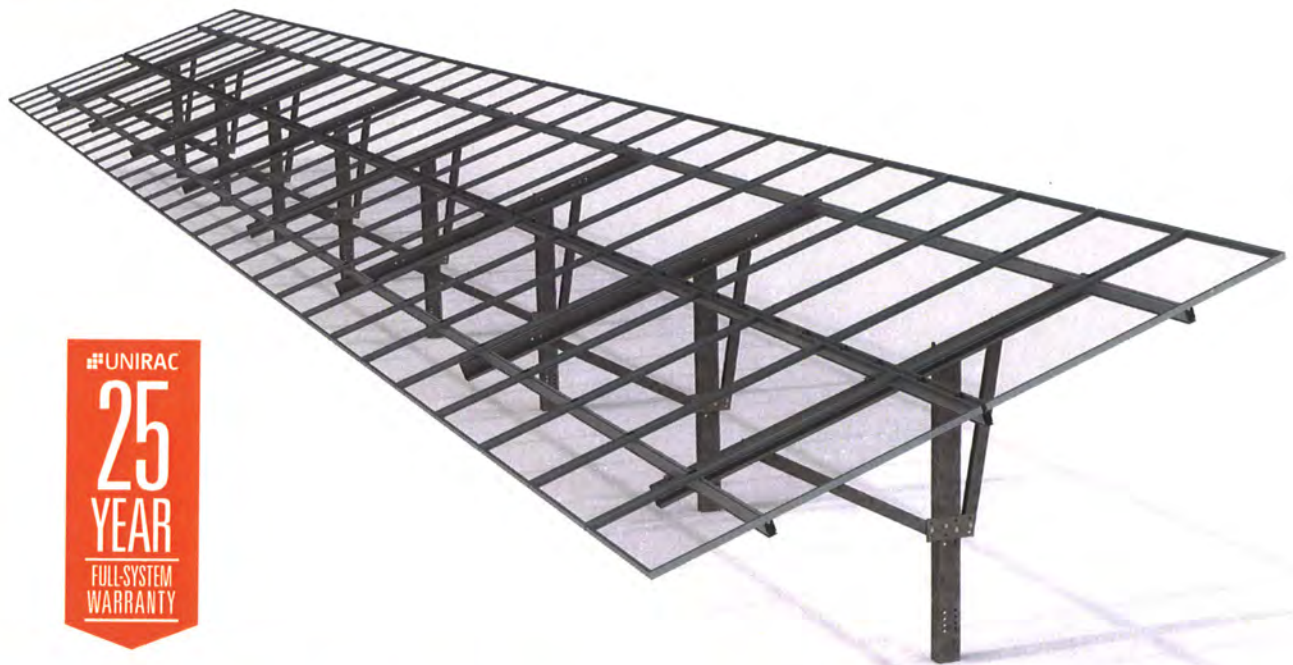


AC Surge Protection Module Kit
AC_SPD_KIT1-10, AC_SPD_KIT2_T1T2
DC Surge Protection Module Kit
DC_SPD_KIT4-10, DC_SPD_KIT5_T1T2

GROUND FIXED TILT



GROUND FIXED TILT (GFT) is an engineered system of standard, lightweight ground mount components that are in stock and ready to ship from North America's largest ground mount distribution network. UNIRAC's unmatched commercial project support makes construction easy, from permitting through installation, including region-specific engineering. GFT's refined solution, including a new shared rail design, delivers enhanced system and labor optimization. Plus, enjoy peace of mind with **SOLARMOUNT** Mounting Technology and UNIRAC's industry-leading 25-year warranty.



IN STOCK & READY TO SHIP
THE BEST SOLUTION IS AVAILABLE



COMMERCIAL PARTNERSHIP
EXPERIENCE THAT MAKES A DIFFERENCE



INSTALLATION EXPERIENCE
REFINED WITH YOU IN MIND

MAKE GROUND MOUNT SIMPLE

FOR QUESTIONS OR CUSTOMER SERVICE VISIT UNIRAC.COM OR CALL (505) 248-2702

GROUND FIXED TILT



IN STOCK AND READY TO SHIP

THE BEST SOLUTION IS AVAILABLE

Single post configurations with 20° and 30° tilt options. Standardized components and kitted hardware bring ease of stockability and repeatability, from 2KW to multi-MW. North America's largest Ground Mount Distributor network ensures the fastest lead times and empowers you to finish your projects on schedule.

COMMERCIAL PARTNERSHIP

EXPERIENCE THAT MAKES A DIFFERENCE

Permit ready, pre-engineered regional designs save you valuable time. Standard construction drawings with general structural notes, table and component cross sections, foundation options and structural details speed permit submittal and construction. Industry leading commercial customer service supports you across your project, from design and logistics thru installation.

INSTALLATION EXPERIENCE

REFINED WITH YOU IN MIND

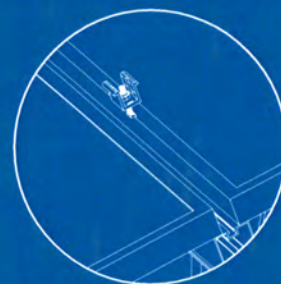
Kitted hardware, integrated bonding, and pre-assembled parts streamline construction, from pre-mobilization to installation. Straightforward connections ensure maximum strength and require no specialized labor or training. Lightweight components allow for one or two-person assembly. System flexibility enables you to mount 60 & 72 cell modules and choose from multiple foundation and rail options to optimize your projects.



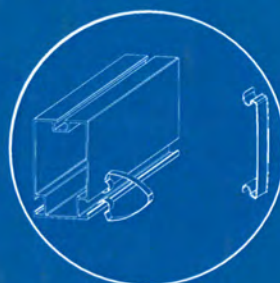
UL2703

ELECTRICAL
BONDING &
GROUNDING

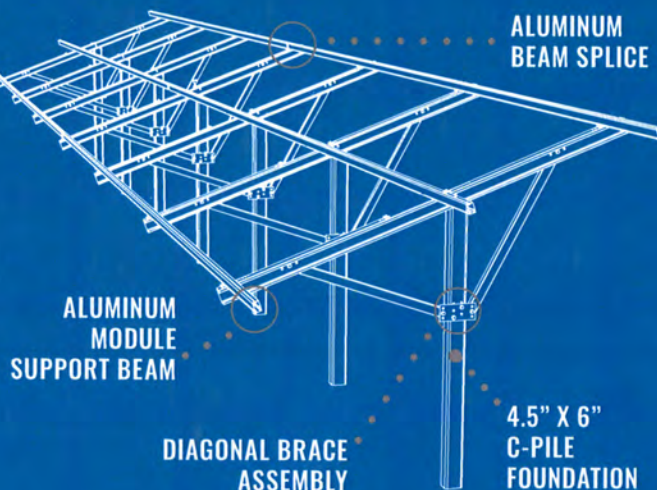
TOP MOUNTING
MODULE CLAMPS
W/ INTEGRATED BONDING



SNAP-ON
WIRE MANAGEMENT



ALUMINUM
BEAM SPLICE



ALUMINUM
MODULE
SUPPORT BEAM

DIAGONAL BRACE
ASSEMBLY

4.5" X 6"
C-PILE
FOUNDATION



UNMATCHED



CERTIFIED



ENGINEERING



BANKABLE



DESIGN



PERMIT

ON-TIME DELIVERY

No waiting. Our goal is simple: Consistently deliver solutions and services correctly, efficiently and dependably to exceed your expectations. Our world-class operations provide a 99% on-time delivery to help you meet your commitment dates.

CERTIFIED QUALITY PROVIDER

UNIRAC is the only PV mounting vendor with ISO certifications for 9001:2008, 14001:2004 and OHSAS 18001:2007, which means we deliver the highest standards for fit, form, and function. These certifications demonstrate our excellence and our commitment to first class business.

BANKABLE WARRANTY

UNIRAC has the financial strength to back our products and reduce your risk. Have peace of mind knowing you are receiving products of exceptional quality. GFT is covered by a 25-year manufacturing warranty on all parts.

Memorandum



Buckman Direct Diversion

Date: June 4, 2020
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager
Subject: Chavez Security, Inc. Amendment No. 2

ITEM AND ISSUE:

Request for approval of Amendment No. 2 to the Services Agreement in the amount of \$179,000 exclusive of NMGRS for FY2021 security services with Chavez Security, Inc.

BACKGROUND AND SUMMARY:

On June 7, 2018 the Buckman Direct Diversion Board approved the request to award RFB '18/14/B for BDD security services to Chavez Security, Inc. This request will extend the award for services to June 30, 2021, which is year three within the allowed extension period. This amendment will also increase compensation for the amended term in the amount of \$179,000 exclusive of NMGRS. The compensation was based on an estimated 6,516 regular service hours and 60 emergency hours.

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

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



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



ACTION REQUESTED:

Staff recommends approval of Amendment No. 2 to the Services Agreement with Chavez Security, Inc. in the amount of \$179,000 exclusive of NMGR. Funding is available in our approved FY2021 operating budget.

BU/LI: Service Contracts - 8000801.510310

MUNIS Contract# 3200238, Change Order 1

Approved by BDDDB June 4, 2020

Councilor JoAnne Vigil Coppler, BDDDB Chair

BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 2
TO THE SERVICES AGREEMENT WITH
CHAVEZ SECURITY, INC.
#18-0663

This Amendment No. 2 ("Amendment") to the Services Agreement, dated June 7, 2018, and subsequently amended ("Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Chavez Security, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

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

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

1. **COMPENSATION.**

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

A. Compensation under this Agreement shall be for services actually rendered at an hourly rate of Twenty-Seven Dollars and Twenty-Six Cents (\$27.26) per hour for each Security Officer III, including the vehicle and all equipment for each Security Officer III and an hourly rate of Twenty-five dollars (\$25.00) for emergency call in. The BDDDB shall pay to Contractor for services rendered a sum not to exceed Five Hundred Thirty-Seven Thousand Dollars (\$537,000.00) plus

applicable gross receipts tax. Compensation to be paid for any renewal term shall be agreed upon by the parties.

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

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

2. **TERM AND EFFECTIVE DATE.**

Article 6, of the Agreement is amended to extend the term to terminate on June 30, 2021.

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 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
Chavez Security, Inc.

Signature _____

Printed Name: _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS# _____

City of Santa Fe Business

Registration # _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2019

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 El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (713) 521-9251 FAX (A/C, No): (713) 521-0125 E-MAIL ADDRESS: certificates@eldoradoinsurance.com
INSURED Chavez Security, Inc. 1925 Aspen Dr., Suite 703 Santa Fe NM 87505	INSURER(S) AFFORDING COVERAGE INSURER A: Allied World Surplus Lines Insurance Co 24319 INSURER B: United Financial Casualty Company 11770 INSURER C: The Hartford INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: BLANKET AI (02/19)

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5200-1789-02	9/11/2018	9/11/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			03739823-8	10/28/2018	10/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5201-0908-00	2/4/2019	9/11/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	16WEOY1316	9/11/2018	9/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Subject to a signed and dated written contract or written agreement that includes an additional insured requirement, certificate holder is an additional insured (CG 20 10 07/04).

CERTIFICATE HOLDER

(505) 988-1663

City of Santa Fe
200 Lincoln Avenue
Santa, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./VAGUI

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

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

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

2 Name of Contractor Chavez Security Inc

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$179,000.00

Termination Date: June 30, 2019

☒ Approved by BDDDB Date: June 7, 2018

☐ or by Facilities Manager Date: _____

Contract is for: To provide physical prevention and protection to person and property at BDD.

Amendment # 2 to the Original Contract# 18-0663

Increase/(Decrease) Amount \$ 179,000

Extend Termination Date to: June 30, 2021

☒ Approved by BDDDB Date: June 4, 2020

☐ or by Project Manager Date: _____

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

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

☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 179,000.00 of original Contract# 18-0663 Termination Date: 6/30/2019

Reason: To provide physical prevention and protection to person and property at BDD

Amount \$ 179,000.00 amendment # 1 Termination Date: 6/30/2020

Reason: To increase the amount of compensation and extend term

Amount \$ 179,000.00 amendment # 2 Termination Date: 6/30/2021

Reason: To increase the amount of compensation and extend term

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 537,000



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

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

RFP# _____ Date: _____

RFQ ☐ RFB '18/14/B _____ Date: March 20, 2018

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: Year 3 of 4

example: (First year of 8 year contract)

Purchasing Approval

7 Funding Source: BDD Operating Budget **BU/Line Item:** 8000801.510310

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: Monique Maes, Contracts Administrator

Phone # 505-955-4508

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

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

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

RECITALS

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

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

1. COMPENSATION.

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

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

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

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

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

2. TERM AND EFFECTIVE DATE.

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

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Services Agreement as of the dates set forth below.

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

BUCKMAN DIRECT DIVERSION BOARD

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

Date: 6/6/19

ATTEST

Geraldine Salazar
Geraldine Salazar, County Clerk

CONTRACTOR:
Chavez Security, Inc.

Signature: [Signature]

Printed Name: PESO CHAVEZ

Title: Owner / President

Date: 6-12-19



APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

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

ATTEST

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk *all*

File Date: 7-23-19

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

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

1. SCOPE OF SERVICES

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

A. The security officer shall provide the following services:

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

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

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

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

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

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

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

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

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

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

2. STANDARD OF PERFORMANCE; LICENSES

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

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

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

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

- (1) Verification of criminal history and background.

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

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

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

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

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

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

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

(5) Contractor's employees shall possess a valid appropriate driver's license;

(6) Be current and fully qualified to carry a firearm when required to.

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

(1) Outline of security experience

(2) Outline of classroom training to include but not be limited to courses, dates, hours, and any certification(s).

(3) Outline of related training to include but not be limited to courses, dates, hours, and certifications(s).

(4) Outline of related training to include but not be limited to courses, dates, hours, and certifications(s).

(5) Verification of all employment application information.

(6) Verification that Contractor's employee assigned under the terms of this Agreement has received and reviewed all post orders.

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

I. Contractor shall supply and maintain the following equipment:

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

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

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

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

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

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

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

3. COMPENSATION

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

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

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

(1) Commercial General Liability. Commercial General Liability (CGL)

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

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

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

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

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

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

D. Cancellation. Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the BDDDB is entitled to thirty (30) days prior

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

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

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

G. Specific Provisions Required.

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

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

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

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

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

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

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractors performance or non-performance under this Agreement as well as the performance or non-performance of

Contractor's employees, agents, representatives and subcontractors or any tier.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

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

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

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

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

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

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

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be

effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____

Peter Ives, BDDB Chair

Date: _____

6/7/18

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDB Counsel

APPROVED

[Signature]
City Finance Director

6/15/18

7280000.510310.740010

Business Unit/Line Item

ATTEST

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

File Date: _____

6-15-18

CONTRACTOR:

Chavez Security, Inc

Signature: _____

Printed Name: Peso Chavez

Title: _____

Date: _____

6/11/18

NM Taxation & Revenue

CRS # 02-234197-00-8

City of Santa Fe Business

Registration # 18-00094401

Memorandum



Buckman Direct Diversion

Date: June 4, 2020
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager
Subject: B & D Industries, Inc. Amendment No. 2

ITEM AND ISSUE:

Request for approval of Amendment No. 2 to the Services Agreement in the amount of \$90,000 exclusive of NMGRT for FY2021 On-Call HVAC repair services with B & D Industries, Inc.

BACKGROUND AND SUMMARY:

On November 11, 2018 the Buckman Direct Diversion Board awarded RFB '19/05/B for on-call HVAC services to B & D Industries, Inc. This request will extend the award for services to June 30, 2021, which is year three within the allowed extension period. This amendment will also increase compensation for the amended term in the amount of \$90,000 exclusive of NMGRT.

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

ACTION REQUESTED:

Staff recommends approval of Amendment No. 2 to the Services Agreement with B & D Industries in the amount of \$90,000 exclusive of NMGRT. Funding is available within our approved FY2021 operating budget.

BU/LI: Repair & Maintenance Buildings & Structures - 8000801.520100

MUNIS Contract# 3200530, Change Order 1

Approved by BDDDB June 4, 2020

Councilor JoAnne Vigil Coppler, BDDDB Chair



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 2
TO SERVICES AGREEMENT
WITH B & D Industries, Inc.
#19-0056**

This Amendment No. 2 (the "Amendment") to the Services Agreement, dated November 30, 2018, and subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and B & D Industries, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

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

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Ninety Thousand Dollars (\$90,000.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall be in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00), plus applicable gross receipts tax.

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

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

2. **TERM AND EFFECTIVE DATE.**

Article 6, of the Agreement is amended to extend the term to terminate on June 30, 2021.

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 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:
B&D Industries, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS# _____

City of Santa Fe Business

Registration # _____



B&DINDU-01

CBUTLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services (NMX) 7770 Jefferson Street NE Suite 101 Albuquerque, NM 87109		CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com		
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Valley Forge Insurance Company		20508
		INSURER B : National Fire Insurance Company of Hartford		20478
		INSURER C : The Continental Insurance Company		35289
		INSURER D : Transportation Insurance Company		20494
		INSURER E : Builders Trust of New Mexico		
INSURER F :				

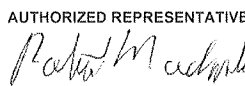
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6016149399	11/11/2019	11/11/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							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						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6016149371	11/11/2019	11/11/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	6016149404	11/11/2019	11/11/2020	EACH OCCURRENCE	\$ 11,000,000
							AGGREGATE	\$ 11,000,000
								\$
								\$
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	6 16149385	11/11/2019	11/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
								\$
E	Worker's Compensatio		X	5672	1/1/2020	1/1/2021	Accid/Empl/Pol Limit	2,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER Buckman Direct Diversion Monique Maes, Contracts Administrator 341 Caja del Rio Road Santa Fe, NM 87506	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



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

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

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

2 Name of Contractor B & D Industries, Inc

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$60,000.00

Termination Date: June 30, 2019

☐ Approved by BDDDB Date: _____

☒ or by Facilities Manager Date: November 30, 2018

Contract is for: To provide on-call HVAC repair, replacement and installation services

Amendment # 2 to the Original Contract# 19-0056

Increase/(Decrease) Amount \$ 90,000

Extend Termination Date to: June 30, 2021

☒ Approved by BDDDB Date: June 4, 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 GRT

Amount \$ 60,000.00 of original Contract# 19-0056 Termination Date: 6/30/2019

Reason: To provide on-call HVAC repair, replacement and installation services

Amount \$ 50,000.00 amendment # 1 Termination Date: 6/30/2020

Reason: To increase the amount of compensation and extend term.

Amount \$ 90,000.00 amendment # 2 Termination Date: 6/30/2021

Reason: To increase the amount of compensation and extend term.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

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



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

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

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

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: Year 3 of 4

example: (First year of 8 year contract)

Purchasing Approval

7 Funding Source: BDD Operating Budget **BU/Line Item:** 8000801.520100

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: Monique Maes, Contracts Administrator

Phone # 505-955-4508

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

Buckman Direct Diversion Board

ITEM # 19-0665

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

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

RECITALS

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

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

1. COMPENSATION.

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

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

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

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

2. **TERM AND EFFECTIVE DATE.**

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

3. **AGREEMENT IN FULL FORCE.**

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Services Agreement as of the dates set forth below.

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

BUCKMAN DIRECT DIVERSION BOARD

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

Date: 6/6/19

CONTRACTOR:

B & D Industries, Inc.

Signature: Nikki Parsons

Printed Name: Nikki Parsons

Title: Corp Secretary

Date: 6/30/19

ATTEST

Geraldine Salazar
Geraldine Salazar, County Clerk



APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

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

ATTEST

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk *all*

File Date: 8-9-19

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

ITEM # 19-0056

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

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDDB as described:

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

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

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

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

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

6. TERMINATION

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

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

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

such termination. If full payment has been made, Contractor agrees to prorate to the date of termination and refund all amounts received for any months after the termination date.

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

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

11. RELEASE

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

12. INSURANCE

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

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

Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to

maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDB.

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

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

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

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

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

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

Employers Liability policy. That policy shall provide Employers Liability Limits as follows:

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

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

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

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

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

G. **Specific Provisions Required.**

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

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

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

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

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

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

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

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

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

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

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

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

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

BUCKMAN DIRECT DIVERSION BOARD

By: _____

Nick Schiavo, Interim Facilities Manager

Date: _____

11/30/18

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

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

7280000.520100.930020

ATTEST

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

File Date: _____

1/23/19

CONTRACTOR:

B & D Industries, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue

CRS # 01-716872-004

City of Santa Fe Business

Registration # 19-00110523

Exhibit A

Scope of Services

Description of Work

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

Authorization for Work

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

Each Work Order will set forth:

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

Exhibit B

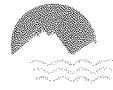
Compensation

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

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

Pricing Basis
List Price Minus 15 %

Memorandum



Buckman Direct Diversion

Date: June 4, 2020
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager
Subject: Sub Surface Contracting, Inc. Amendment No. 3

ITEM AND ISSUE:

Request for approval of Amendment No. 3 to the Professional Service Agreement in the amount of \$40,000 exclusive of NMGRT for FY2021 on-call maintenance and repair services with Sub Surface Contracting, Inc.

BACKGROUND AND SUMMARY:

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

This request will extend the award for services to June 30, 2021, which is year 4 within the allowed extension period. This amendment will also increase compensation for the amended term in the amount of \$40,000 exclusive of NMGRT. This agreement utilizes the City of Santa Fe awarded RFB '17/32/B for City-Wide Water Construction and Repair.

ACTION REQUESTED:

Staff recommends approval of Amendment No. 3 to the professional services agreement with Sub Surface Contracting, Inc. in the amount of \$40,000, exclusive of NMGRT. Funding is available in the approved FY2021 operating budget.

BU/LI: Repair & Replacement of System Equip – 8000801.520150

MUNIS Contract# 3200241, Change Order 1

Approved by BDDDB June 4, 2020

Councilor JoAnne Vigil Coppler, BDDDB Chair



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 3
TO PROFESSIONAL SERVICES AGREEMENT
WITH SUB SURFACE CONTRACTING, INC.
#17-1178**

This Amendment No. 3 ("Amendment") to the Professional Services Agreement, dated September 7, 2017 ("Agreement"), and subsequently amended, is made between the Buckman Direct Diversion Board ("BDDDB") and Sub Surface Contracting, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

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

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

1. COMPENSATION.

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

A. Compensation under this Agreement shall be in an amount not to exceed One Hundred Eighty-Three Thousand Dollars (\$183,000.00), plus applicable gross receipts tax.

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

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

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

2. TERM AND EFFECTIVE DATE.

Article 5, of the Agreement is amended to extend the term to June 30, 2021.

3. AGREEMENT IN FULL FORCE.

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

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

***[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

Sub Surface Contracting, Inc.

Signature _____

Printed Name: _____

Title: _____

Date: _____

New Mexico Tax & Revenue

CRS# _____

City of Santa Fe Business

Registration# _____



SUBSURF-01

CANDRY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505		CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com		
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: ACUITY, A Mutual Insurance Company		14184
		INSURER B: Builders Trust of New Mexico		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Z75944	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z75944	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			Z75944	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0692	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2019	7/1/2020	Ded: \$500/Limit: 200,000

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

CERTIFICATE HOLDER

CANCELLATION

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



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

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

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

2 Name of Contractor Sub Surface Contracting, Inc

3 Complete information requested ☒ Plus GRT

☐ Inclusive of GR1

Original Contract Amount: \$60,000.00

Termination Date: June 30, 2018

☒ Approved by BDDB Date: September 7, 2017

☐ or by Facilities Manager Date: _____

Contract is for: To provide on-call repair and replacement of various water supply infrastructure for BDD Water Treatment Plant.

Amendment # 3 to the Original Contract# #17-1178

Increase/(Decrease) Amount \$ 40,000

Extend Termination Date to: June 30, 2021

☒ Approved by BDDB Date: June 4, 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 \$ 60,000.00 of original Contract# 17-1178 Termination Date: 6/30/2018

Reason: To provide on-call repair, replacement and installation services

Amount \$ 43,000.00 amendment # 1 Termination Date: 6/30/2019

Reason: To increase the amount of compensation and extend term

Amount \$ 40,000.00 amendment # 2 Termination Date: 6/30/2020

Reason: To increase the amount of compensation and extend term

Amount \$ 40,000.00 amendment # 3 Termination Date: 6/30/2021

Reason: To increase the amount of compensation and extend term

Total of Original Contract plus all amendments: \$ 183,000



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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other City of Santa Fe RFB '17/32/B - City Wide Water Awarded 7/26/2017

6 Procurement History: Year 4 of 4
example: (First year of 8 year contract)

Purchasing Approval

7 Funding Source: BDD Operating Fund **BU/Line Item:** 8000801.520150

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: Monique Maes, Contracts Administrator

Phone # 505-955-4508

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

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

ITEM # 19-0620

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

RECITALS

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

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

1. COMPENSATION.

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

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

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

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

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

2. TERM AND EFFECTIVE DATE.

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

3. AGREEMENT IN FULL FORCE.

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

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

Date: 6/6/19

CONTRACTOR:

Sub Surface Contracting, Inc.

Signature: Neal Kelper

Printed Name: NEAL KELPER

Title: PRESIDENT

Date: 6/13/2019

ATTEST

Geraldine Salazar
Geraldine Salazar, County Clerk



APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

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

ATTEST

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk *all*

File Date: 7-23-19

ITEM # 18-0961

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

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

RECITALS

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

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

1. **COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Forty-Three Thousand Dollars (\$43,000.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

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

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

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

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

2. TERM AND EFFECTIVE DATE.

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

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Professional Services Agreement as of the dates set forth below.

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

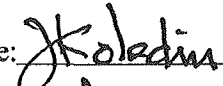
BUCKMAN DIRECT DIVERSION BOARD

By: 
Peter Ives, BDDDB Chairman

Date: 7-5-18

CONTRACTOR:

Sub Surface Contracting, Inc.

Signature: 

Printed Name: James Koledin

Title: Senior V.P.

Date: 7/26/18

APPROVED AS TO FORM

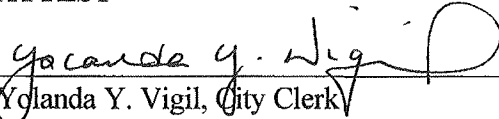


Nancy R. Long, BDDDB Counsel

APPROVED

 
City Finance Director

7280000.520150.930120

ATTEST

 
Yolanda Y. Vigil, City Clerk

File Date: 8-23-18

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

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

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDDB as follows:

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

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

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

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. Compensation under this Agreement shall be in an amount not to exceed sixty thousand dollars (\$60,000.00) plus applicable New Mexico gross receipts tax.

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. **Specific Provisions Required.**

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

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

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

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

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

Contractor for the cost of the additional premium for any coverage requested by the BDDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

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

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDDB and their "public employees" as defined in the New Mexico Tort

Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

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

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

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

22. NOTICES

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

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

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

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

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon

actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

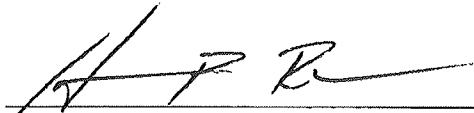
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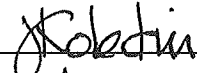
BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR:

Sub Surface Contracting, Inc.

By: 
Commissioner Henry P. Roybal, BDD Chair

Date: _____

Signature: 
Printed Name: James Kolatin
Title: J-P
Date: 10/4/17

ATTEST

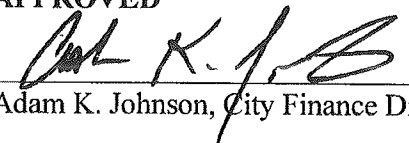

Geraldine Salazar, County Clerk

NM Taxation & Revenue
CRS # C2-104256-000
City of Santa Fe Business
Registration # 17-00046991

APPROVED AS TO FORM


Nancy R. Long, BDDDB Counsel

APPROVED

 10-25-17
Adam K. Johnson, City Finance Director
7280000.520150.930020

ATTEST

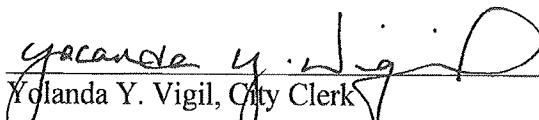

Yolanda Y. Vigil, City Clerk cas
File Date: 10-25-17

Exhibit A

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

BID ITEM	DESCRIPTION	UNIT	EST QNTY.	CURRENT RFB 13/37/B		Sub Surface Contracting, Inc. Santa Fe, NM	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
CONSTRUCTION							
10	4" PVC Water Main, c/p, <100'	LF	50	\$18.00	\$ 900.00	\$18.00	\$ 900.00
15	4" PVC Water Main, c/p, >100'	LF	200	\$13.00	\$ 2,600.00	\$13.50	\$ 2,700.00
20	6" PVC Water Main, c/p, <100'	LF	50	\$20.00	\$ 1,000.00	\$23.00	\$ 1,150.00
25	6" PVC Water Main, c/p, >100'	LF	750	\$14.50	\$ 10,875.00	\$16.50	\$ 12,375.00
30	8" PVC Water Main, c/p, <100'	LF	100	\$21.00	\$ 2,100.00	\$23.00	\$ 2,300.00
35	8" PVC Water Main, c/p, >100'	LF	750	\$18.00	\$ 13,500.00	\$21.00	\$ 15,750.00
40	10" PVC Water Main, c/p, <100'	LF	50	\$22.00	\$ 1,100.00	\$25.00	\$ 1,250.00
45	10" PVC Water Main, c/p, >100'	LF	250	\$22.00	\$ 5,500.00	\$24.00	\$ 6,000.00
50	12" PVC Water Main, c/p, <100'	LF	50	\$31.00	\$ 1,550.00	\$33.00	\$ 1,650.00
55	12" PVC Water Main, c/p, >100'	LF	250	\$28.00	\$ 7,000.00	\$30.50	\$ 7,625.00
60	14" PVC Water Main, c/p	LF	100	\$32.00	\$ 3,200.00	\$34.00	\$ 3,400.00
65	16" PVC Water Main, c/p	LF	100	\$40.00	\$ 4,000.00	\$48.00	\$ 4,800.00
70	24" PVC Water Main, c/p	LF	50		\$ -	\$99.00	\$ 4,950.00
75	4" DI Water Main, c/p, <100'	LF	50	\$24.00	\$ 1,200.00	\$37.00	\$ 1,850.00
80	4" DI Water Main, c/p, >100'	LF	200	\$23.00	\$ 4,600.00	\$31.50	\$ 6,300.00
85	6" DI Water Main, c/p, <100'	LF	50	\$23.00	\$ 1,150.00	\$32.00	\$ 1,600.00
90	6" DI Water Main, c/p, >100'	LF	750	\$24.00	\$ 18,000.00	\$25.00	\$ 18,750.00
95	8" DI Water Main, c/p, <100'	LF	180	\$29.00	\$ 5,220.00	\$38.00	\$ 6,840.00
100	8" DI Water Main, c/p, >100'	LF	750	\$27.00	\$ 20,250.00	\$29.00	\$ 21,750.00
105	10" DI Water Main, c/p, <100'	LF	50	\$34.00	\$ 1,700.00	\$41.00	\$ 2,050.00
110	10" DI Water Main, c/p, >100'	LF	250	\$32.00	\$ 8,000.00	\$36.00	\$ 9,000.00
115	12" DI Water Main, c/p, <100'	LF	50	\$41.00	\$ 2,050.00	\$46.00	\$ 2,300.00
120	12" DI Water Main, c/p, >100'	LF	250	\$39.00	\$ 9,750.00	\$42.00	\$ 10,500.00
125	14" DI Water Main, c/p	LF	100	\$49.00	\$ 4,900.00	\$50.00	\$ 5,000.00
130	16" DI Water Main, c/p	LF	100	\$57.00	\$ 5,700.00	\$68.00	\$ 6,800.00
135	24" DI Water Main, c/p	LF	50		\$ -	\$115.00	\$ 5,750.00
140	Extra Pay for Trench Depth, 6'-8'	LF	100	\$7.00	\$ 700.00	\$6.00	\$ 600.00
145	Extra Pay for Trench Depth, 8'-10'	LF	50	\$8.00	\$ 400.00	\$8.00	\$ 400.00
150	Extra Pay for Trench Depth, 10'-14'	LF	25	\$17.00	\$ 425.00	\$13.00	\$ 325.00
155	Rock Excavation	CY	20	\$65.00	\$ 1,300.00	\$65.00	\$ 1,300.00
160	Exploratory Excavation (as SDCW Approved)	CY	20	\$23.00	\$ 460.00	\$23.00	\$ 460.00
165	Imported Backfill (as SDCW Approved)	CY	200	\$18.00	\$ 3,600.00	\$15.00	\$ 3,000.00
170	Fitting Installation	LB	2000	\$2.00	\$ 4,000.00	\$2.00	\$ 4,000.00
175	Fitting Insertion	LB	500	\$3.00	\$ 1,500.00	\$2.00	\$ 1,000.00
180	4" Retainer Ring/ Bolt on Flange	EA	50	\$35.00	\$ 1,750.00	\$34.00	\$ 1,700.00
185	6" Retainer Ring/ Bolt on Flange	EA	100	\$38.00	\$ 3,800.00	\$40.00	\$ 4,000.00
190	8" Retainer Ring/ Bolt on Flange	EA	100	\$32.00	\$ 3,200.00	\$55.00	\$ 5,500.00
195	10" Retainer Ring/ Bolt on Flange	EA	25	\$95.00	\$ 2,375.00	\$96.50	\$ 2,412.50
200	12" Retainer Ring/ Bolt on Flange	EA	25	\$110.00	\$ 2,750.00	\$105.00	\$ 2,625.00
205	14" Retainer Ring/ Bolt on Flange	EA	5	\$180.00	\$ 900.00	\$175.00	\$ 875.00
210	16" Retainer Ring/ Bolt on Flange	EA	5	\$175.00	\$ 875.00	\$187.00	\$ 935.00
215	4" Joint Harness	EA	2	\$45.00	\$ 90.00	\$45.00	\$ 90.00
220	6" Joint Harness	EA	4	\$60.00	\$ 240.00	\$65.00	\$ 260.00
225	8" Joint Harness	EA	4	\$80.00	\$ 320.00	\$95.00	\$ 380.00
230	10" Joint Harness	EA	2	\$152.00	\$ 304.00	\$105.00	\$ 210.00
235	12" Joint Harness	EA	2	\$163.00	\$ 326.00	\$175.00	\$ 350.00
240	14" Joint Harness	EA	1	\$310.00	\$ 310.00	\$340.00	\$ 340.00
245	16" Joint Harness	EA	1	\$330.00	\$ 330.00	\$400.00	\$ 400.00
250	Concrete Thrust Blocking (as SDCW Approved)	CY	10	\$95.00	\$ 950.00	\$95.00	\$ 950.00
255	Tapping Sleeve w/ Tap, 4" X 4"	EA	2	\$1,000.00	\$ 2,000.00	\$1,250.00	\$ 2,500.00
260	Tapping Sleeve w/ Tap, 6" X 4" - 6"	EA	4	\$1,225.00	\$ 4,900.00	\$1,325.00	\$ 5,300.00
265	Tapping Sleeve w/ Tap, 8" X 4" - 8"	EA	4	\$1,400.00	\$ 5,600.00	\$1,475.00	\$ 5,900.00
270	Tapping Sleeve w/ Tap, 10" X 4" - 10"	EA	2	\$1,650.00	\$ 3,300.00	\$2,400.00	\$ 4,800.00
275	Tapping Sleeve w/ Tap, 12" X 4" - 12"	EA	2	\$1,725.00	\$ 3,450.00	\$2,475.00	\$ 4,950.00
280	Non-Pressurized Connections, 2" line	EA	1	\$375.00	\$ 375.00	\$375.00	\$ 375.00
285	Non-Pressurized Connections, 4"-10" line	EA	1	\$650.00	\$ 650.00	\$650.00	\$ 650.00
290	Non-Pressurized Connections, 12"-16" line	EA	1	\$725.00	\$ 725.00	\$725.00	\$ 725.00

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

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

Sub Surface Contracting, Inc.

Buckman Direct Diversion - Professional Services Agreement - 2017/2018

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

BID ITEM	DESCRIPTION	UNIT	EST QNTY.	CURRENT RFB 13/37/B		Sub Surface Contracting, Inc. Santa Fe, NM	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
585	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	SY	50	\$55.00	\$ 2,750.00	\$55.00	\$ 2,750.00
590	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	SY	40	\$60.00	\$ 2,400.00	\$60.00	\$ 2,400.00
595	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	SY	10	\$60.00	\$ 600.00	\$60.00	\$ 600.00
600	Replace City Street Pavement with Temporary Cold Mix	SY	5	\$45.00	\$ 225.00	\$45.00	\$ 225.00
605	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	SY	100	\$54.00	\$ 5,400.00	\$54.00	\$ 5,400.00
610	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	SY	50	\$54.00	\$ 2,700.00	\$54.00	\$ 2,700.00
615	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	SY	40	\$60.00	\$ 2,400.00	\$60.00	\$ 2,400.00
620	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	SY	10	\$60.00	\$ 600.00	\$60.00	\$ 600.00
625	Replace Non-City Street Pavement with Temporary Cold Mix	SY	5	\$45.00	\$ 225.00	\$45.00	\$ 225.00
630	Replace Concrete Pavement	SY	10	\$60.00	\$ 600.00	\$60.00	\$ 600.00
635	Replace Concrete Curb & Gutter	LF	25	\$28.00	\$ 700.00	\$28.00	\$ 700.00
640	Replace Concrete Sidewalk	SY	10	\$42.00	\$ 420.00	\$42.00	\$ 420.00
645	Replace Gravel Surface, 0'-2"	CY	5	\$55.00	\$ 275.00	\$55.00	\$ 275.00
650	Replace Gravel Surface, 2'-4"	CY	5	\$65.00	\$ 325.00	\$65.00	\$ 325.00
655	Base course/Gravel (crushed or landscape), 0'-3"	SY	50	\$18.00	\$ 900.00	\$18.00	\$ 900.00
660	Base course/Gravel (crushed or landscape), 3'-6"	SY	10	\$21.00	\$ 210.00	\$21.00	\$ 210.00
665	Service, 3/4" Single, New Main	EA	4	\$875.00	\$ 3,500.00	\$875.00	\$ 3,500.00
670	Service, 3/4" Double, New Main	EA	2	\$1,050.00	\$ 2,100.00	\$1,050.00	\$ 2,100.00
675	Service, 1", New Main	EA	2	\$1,150.00	\$ 2,300.00	\$1,150.00	\$ 2,300.00
680	Service, 1 1/2", New Main	EA	1	\$2,400.00	\$ 2,400.00	\$2,400.00	\$ 2,400.00
685	Service, 2", New Main	EA	1	\$2,550.00	\$ 2,550.00	\$2,550.00	\$ 2,550.00
690	Service, 3/4" Single, Existing Main	EA	6	\$850.00	\$ 5,100.00	\$850.00	\$ 5,100.00
695	Service, 3/4" Double, Existing Main	EA	3	\$1,150.00	\$ 3,450.00	\$1,150.00	\$ 3,450.00
700	Service, 1", Existing Main	EA	1	\$1,250.00	\$ 1,250.00	\$1,250.00	\$ 1,250.00
705	Service, 1 1/2", Existing Main	EA	1	\$2,550.00	\$ 2,550.00	\$2,550.00	\$ 2,550.00
710	Service, 2", Existing Main	EA	1	\$2,650.00	\$ 2,650.00	\$2,650.00	\$ 2,650.00
715	Service Replacement, 3/4"	EA	8	\$800.00	\$ 6,400.00	\$875.00	\$ 7,000.00
720	Service Replacement, Double, 3/4"	EA	1		\$ -	\$1,375.00	\$ 1,375.00
725	Service Replacement, 1"	EA	3	\$950.00	\$ 2,850.00	\$950.00	\$ 2,850.00
730	Service Replacement, 1 1/2"	EA	1	\$2,400.00	\$ 2,400.00	\$2,400.00	\$ 2,400.00
735	Service Replacement, 2"	EA	1	\$2,560.00	\$ 2,560.00	\$2,560.00	\$ 2,560.00
740	Meter Box Relocation/Replacement, 3/4"	EA	1	\$750.00	\$ 750.00	\$750.00	\$ 750.00
745	Meter Box Relocation/Replacement, 1"	EA	1	\$1,250.00	\$ 1,250.00	\$950.00	\$ 950.00
750	Meter Box Relocation/Replacement, 1 1/2"	EA	1	\$2,550.00	\$ 2,550.00	\$1,750.00	\$ 1,750.00
755	Meter Box Relocation/Replacement, 2"	EA	1	\$2,650.00	\$ 2,650.00	\$1,775.00	\$ 1,775.00
760	Service Transfer, 3/4"	EA	5	\$160.00	\$ 800.00	\$160.00	\$ 800.00
765	Service Transfer, 1"	EA	3	\$200.00	\$ 600.00	\$200.00	\$ 600.00
770	Service Transfer, 1 1/2"	EA	1	\$240.00	\$ 240.00	\$240.00	\$ 240.00
775	Service Transfer at Main, 2"	EA	1	\$310.00	\$ 310.00	\$275.00	\$ 275.00
780	Retire Existing Service at Main, 3/4" - 2"	EA	1	\$350.00	\$ 350.00	\$225.00	\$ 225.00
785	Retire Existing Meter Box & Setting	EA	1	\$400.00	\$ 400.00	\$200.00	\$ 200.00
790	Adjust Meter Box To Grade	EA	1	\$250.00	\$ 250.00	\$250.00	\$ 250.00
795	Service Saddle, 3/4" Tap, 4"-12" Main	EA	20	\$450.00	\$ 9,000.00	\$185.00	\$ 3,700.00
800	Service Saddle, 1" Tap, 4"-12" Main	EA	12	\$520.00	\$ 6,240.00	\$185.00	\$ 2,220.00
805	Service Saddle, 1 1/2" Tap, 4"-12" Main	EA	3	\$425.00	\$ 1,275.00	\$250.00	\$ 750.00
810	Service Saddle, 2" Tap, 4"-12" Main	EA	3	\$475.00	\$ 1,425.00	\$300.00	\$ 900.00
815	Service Tubing, 3/4"	LF	375	\$13.00	\$ 4,875.00	\$13.50	\$ 5,062.50
820	Service Tubing, 1"	LF	375	\$14.50	\$ 5,437.50	\$14.50	\$ 5,437.50
825	Service Tubing, 1 1/2"	LF	100	\$17.75	\$ 1,775.00	\$17.50	\$ 1,750.00
830	Service Tubing, 2"	LF	100	\$22.00	\$ 2,200.00	\$21.00	\$ 2,100.00
835	Air and Vacuum Valve (individual)	EA	1	\$1,500.00	\$ 1,500.00	\$1,730.00	\$ 1,730.00

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

BID ITEM	DESCRIPTION	UNIT	EST QNTY.	CURRENT RFB 13/37/B		Sub Surface Contracting, Inc. Santa Fe, NM	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
840	Air and Vacuum Valves	GROUP OF 10	2	\$1,400.00	\$ 2,800.00	\$1,630.00	\$ 3,260.00
845	Automatic Flushing Valve	EA	1		\$ -	\$3,350.00	\$ 3,350.00
850	Materials Mark-Up Over Invoice	%	\$20,000	\$0.10	\$ 2,000.00	10.00%	\$ 2,000.00
855	Traffic Control Mark-Up Over Invoice	%	\$7,500	\$0.10	\$ 750.00	10.00%	\$ 750.00
860	Street-Cut Permit	Allowance	\$7,500	\$1.00	\$ 7,500.00	1	\$ 7,500.00
865	Project Signs	EA	4	\$325.00	\$ 1,300.00	\$150.00	\$ 600.00
EMERGENCY REPAIR							
9100	Backhoe	HR	24	\$43.00	\$ 1,032.00	\$43.00	\$ 1,032.00
9200	Compressor	HR	16	\$15.30	\$ 248.00	\$16.00	\$ 256.00
9300	Dump Truck	HR	16	\$55.00	\$ 880.00	\$55.00	\$ 880.00
9400	Pump	HR	8	\$13.00	\$ 104.00	\$13.00	\$ 104.00
9500	Laborer	HR	96	\$41.00	\$ 3,936.00	\$41.00	\$ 3,936.00
9600	Pipe Fitter	HR	96	\$43.00	\$ 4,128.00	\$43.00	\$ 4,128.00
9700	Equipment Operator	HR	96	\$58.00	\$ 5,568.00	\$58.00	\$ 5,568.00
9800	Foreman	HR	48	\$75.00	\$ 3,600.00	\$75.00	\$ 3,600.00
9900	Rental Items Mark-Up Over Invoice	%	\$1,000	\$0.15	\$ 150.00	15.00%	\$ 150.00
9950	Materials Mark-Up Over Invoice	%	\$1,000	\$0.15	\$ 150.00	15.00%	\$ 150.00

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

Memorandum



Buckman Direct Diversion

Date: June 4, 2020
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager
Subject: Snell & Wilmer, LLP Amendment No. 4

ITEM AND ISSUE:

Request for the approval of Amendment No. 4 to the Legal Services Agreement in the amount of \$1,850,000 exclusive of NMGRT for FY2021 legal services with Snell & Wilmer, LLP.

BACKGROUND AND SUMMARY:

On March 1, 2018, the Buckman Direct Diversion Board awarded RFP #18/12/P' for litigation services to Snell & Wilmer, LLP to serve as legal counsel for the Buckman Direct Diversion Board. This request will extend the award for services to June 30, 2021, which is year three within the allowed extension period. This amendment will increase compensation for the amended term in the amount of \$1,850,000 exclusive of NMGRT.

ACTION REQUESTED:

Staff recommends approval of Amendment No. 4 to the Legal Services Agreement with Snell & Wilmer, LLP. Funding is available within our approved FY2021 operating budget.

BU/LI: Legal Services # 8000801.510200

MUNIS Contract# 3200242, Change Order 2

Approved by BDDDB June 4, 2020

Councilor JoAnne Vigil Coppler, BDDDB Chair



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 4
TO THE LEGAL SERVICES AGREEMENT
WITH SNELL & WILMER, LLP
#18-0424**

This Amendment No. 4 (“Amendment”) to the Legal Services Agreement, dated March 27, 2018, and subsequently amended (“Agreement”), between the Buckman Direct Diversion Board (“BDDDB”) and Snell & Wilmer, LLP (“Contractor”), shall be effective as of the date when it is executed by the Board Chair.

RECITALS

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

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

1. COMPENSATION

Article 3 of the Agreement is amended to increase the amount of compensation by a total of One Million Eight Hundred Fifty Thousand dollars (1,850,000.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to Contractor in full payment for services, cost and fees incurred, a sum not to exceed Five Million Six Hundred Fifty Thousand Dollars (5,650,000.00), plus applicable New Mexico Gross Receipts Tax.

2. TERM AND EFFECTIVE DATE

Article 5, of the Agreement is amended to extend the term to terminate on June 30, 2021.

3. **AGREEMENT IN FULL FORCE**

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____

Joanne Vigil Coppler, BDDB Chair

Date: _____

CONTRACTOR:

Snell & Wilmer, LLP

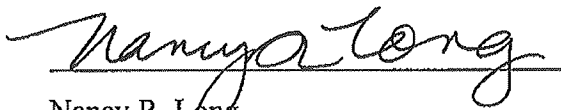
Signature _____

Name: Daniel R Frost

Title: Partner

Date _____

APPROVED AS TO FORM



Nancy R. Long

NM Taxation & Revenue

CRS# _____

City of Santa Fe Business

Registration# _____

APPROVED

Mary T. McCoy, City Finance Director

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____



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

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

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

2 Name of Contractor Snell & Wilmer, LLP

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$200,000.00

Termination Date: June 30, 2019

☒ Approved by BDDDB Date: March 1, 2018

☐ or by BDD Facilities Manager Date: _____

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

Amendment # 4 to the Original Contract# 18-0424

Increase/(Decrease) Amount \$ 1,850,000

Extend Termination Date to: June 30, 2021

☒ Approved by BDDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: To increase compensation and extend services to 6/30/2021.

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

☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 200,000.00 of original Contract# 18-0424 Termination Date: 6/30/2019

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

Amount \$ 1,500,000.00 amendment # 1 Termination Date: 6/30/2019

Reason: To increase compensation under the agreement

Amount \$ 1,700,000.00 amendment # 2 Termination Date: 6/30/2020

Reason: To increase compensation for FY19.20 services.

Amount \$ 400,000.00 amendment # 3 Termination Date: 6/30/2020

Reason: To increase compensation for FY19.20 services.

Amount \$ 1,850,000.00 amendment # 4 Termination Date: 6/30/2021

Reason: To increase compensation for FY20.21 services.

Total of Original Contract plus all amendments: \$ 5,650,000



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

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

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

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Purchasing Approval

7 Funding Source: BDD Operating Fund **BU/Line Item:** 8000801.510200

Budget Officer Approval

Comments or Exceptions: _____

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

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

Phone # 955-4506

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

BUCKMAN DIRECT DIVERSION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/21/2020

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

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

PRODUCER N/A	CONTACT NAME: PHONE (A/C. No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Attorneys' Liability Assurance Society Ltd., INSURER B: A Risk Retention Group INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C. No): NAIC # 15445
INSURED Snell & Wilmer L.L.P. One Arizona Center 400 East Van Buren Street, Suite 1900 Phoenix, AZ 85004-2202		

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION S OCCUR CLAIMS-MADE					EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E L. EACH ACCIDENT E L. DISEASE - EA EMPLOYEE E L. DISEASE - POLICY LIMIT
A	Professional Liability	N N	ALA 1229	1/1/2020	1/1/2021	\$50,000,000 per claim \$100,000,000 annual aggregate

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Nancy J. Montroy, V.P. - Director of Underwriting, ALAS Ltd., RRG

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**AMENDMENT NO. 3
TO THE LEGAL SERVICES AGREEMENT
WITH SNELL & WILMER, LLP**

This Amendment No. 3 (the "Amendment") to the Legal Services Agreement, dated March 27, 2018 (the "Agreement"), between the Buckman Direct Diversion Board ("BDDDB") and Snell & Wilmer, P.A. ("Contractor") shall be effective as of the date when it is executed by the Board Chair.

RECITALS

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

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

1. COMPENSATION

Article 2 of the Agreement is amended to increase the amount of compensation by a total of Four Hundred Thousand Dollars (\$400,000.00) plus applicable gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to Contractor in full payment for services, costs and fees incurred, a sum not to exceed Three Million Eight Hundred Thousand Dollars (3,800,000), plus applicable gross receipts tax.

2. AGREEMENT IN FULL FORCE

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: JoAnne Vigil Coppler
JoAnne Vigil Coppler, BDDDB Chair

Date: 5/20/2020

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long

APPROVED

Mary T. McCoy, City Finance Director

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:

Snell & Wilmer, LLP

Signature: Daniel R. Frost

Name: Daniel R. Frost

Title: Partner

Date: May 20, 2020

NM Taxation & Revenue

CRS # 03-359454-00-6

City of Santa Fe Business

Registration# 18-00150945

ITEM # 19-0622

**BUCKMAN DIRECT DIVERISON BOARD
AMENDMENT NO. 2
TO THE LEGAL SERVICES AGREEMENT
WITH SNELL & WILMER, LLP**

This Amendment No. 2 (the "Amendment") to the Legal Services Agreement, dated March 27, 2018, and subsequently amended, (the "Agreement"), between the Buckman Direct Diversion Board ("BDDDB") and Snell & Wilmer, P.A. ("Contractor") shall be effective as of the date when it is executed by the BDDDB.

RECITALS

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

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

1. COMPENSATION

Article 2 of the Agreement is amended to increase the amount of compensation by a total of *One Million Seven Hundred Thousand Dollars (\$1,700,000.00)* plus applicable gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to Contractor in full payment for services, costs and fees incurred, a sum not to exceed Three Million Four Hundred Thousand Dollars (\$3,400,000.00), plus applicable gross receipts tax.

2. TERM AND EFFECTIVE DATE.

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

3. **AGREEMENT IN FULL FORCE**

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

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


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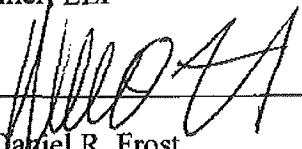
SIGNATURE PAGE FOLLOWS]

BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR:

Snell & Wilmer/LLP


Anita Hamilton, BDDDB Chair
Date: 6/16/19
Geraldine Salazar, County Clerk

Signature: 

Name: Daniel R. Frost

Title: Partner

Date: 6/10/19

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

APPROVED AS TO FORM

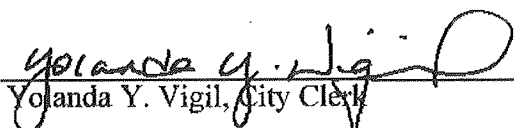
City of Santa Fe Business
Registration# 18-00150945


Nancy R. Long

APPROVED


Mary T. McCoy, City Finance Director

ATTEST


Yolanda Y. Vigil, City Clerk

File Date:

7-23-19

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

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

RECITALS

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

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

1. COMPENSATION

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

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

2. AGREEMENT IN FULL FORCE

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

BUCKMAN DIRECT DIVERSION BOARD

By:


Peter Ives, BDDDB Chair

Date:

6-7-18

CONTRACTOR:

Snell & Wilmer, LLP

Signature:


Name: Daniel R. Frost

Title:

Date:

Partner

6/26/18

APPROVED AS TO FORM


Nancy R. Long


NM Taxation & Revenue

CRS # 03-359454-00-6

City of Santa Fe Business


Registration# 18-00150945

APPROVED


City Finance Director

72800000.510200.999030 *original*

ATTEST


Yolanda Y. Vigil, City Clerk

File Date:

8-16-18 *all*

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

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

1. SCOPE OF SERVICES

Contractor shall perform the following under this agreement:

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

2. STANDARD OF PERFORMANCE; LICENSES

A. Contractor must possess the personnel, experience and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor must be licensed to practice law and must maintain such license throughout the term of this Agreement.

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

3. COMPENSATION

A. The total compensation under this Agreement shall be Two-hundred Thousand Dollars (\$200,000.00) plus applicable New Mexico Gross Receipts Tax to be billed according to the fee schedule attached hereto as Exhibit A.

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

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

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

1. Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the BDDDB original copies of all work product, research or papers prepared under this Agreement.
2. If payment has not already been made, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination. If full payment has been made, Contractor agrees to prorate for work accomplished and refund all amounts earned.

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

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

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

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

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

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

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

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Each Employee

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

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

E. **Insurer Requirements.** All general liability insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the AM. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the BDDDB. The BDDDB will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico. Contractor's Professional Liability Insurance is rated by Fitch (proof of which will be provided upon request).

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

G. Specific Provisions Required.

1. Each policy shall expressly provide, and an endorsement shall be submitted to the BDDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDDB, the City of Santa Fe, Santa Fe County and their respective elected officials, officers, employees, agents, volunteers and representatives.

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

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

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

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

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

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify and hold harmless the BDDDB, the City of Santa Fe and Santa Fe County, and their respective elected officials, officers, employees, agents, volunteers and representatives from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on

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

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

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

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

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

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

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

CONTRACTOR: Snell & Wilmer, LLP
Daniel R. Frost
1200 Seventeenth Street, Suite 1900
Denver, CO 80202-5854
dfrost@swlaw.com

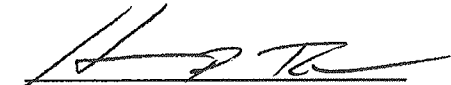
Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile or email stating that the notice has been received, in which case the notice shall be deemed effective as to the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.


BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR:

Snell & Wilmer, LLP

By: 
Henry Roybal, BDDDB Chair

Date: 3/27/18 ^W

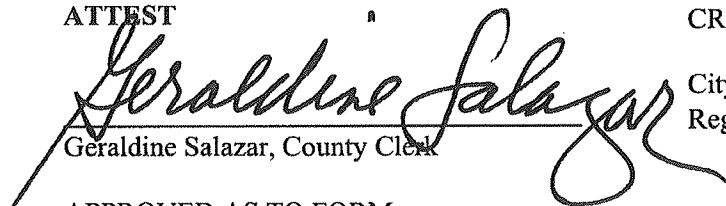
Signature:  See Attached

Name: Daniel R. Frost

Title: Partner

Date: March 13, 2018

ATTEST


Geraldine Salazar, County Clerk

NM Taxation & Revenue

CRS # 03-359454-00-6e

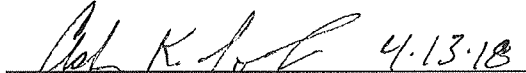
City of Santa Fe Business

Registration# 18-00150945

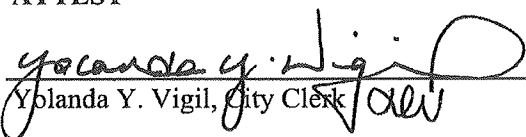
APPROVED AS TO FORM


Nancy R. Long

APPROVED

 4.13.18
Adam K. Johnson, City Finance Director

ATTEST


Yolanda Y. Vigil, City Clerk

File Date: 4-19-18

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Henry Roybal, BDDDB Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM

Nancy R. Long

APPROVED

Adam K. Johnson, City Finance Director

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:
Snell & Wilmer, LLP

Signature: _____

Name: Daniel R. Frost

Title: Partner

Date: 4/19/10

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

City of Santa Fe Business
Registration# 18-00150945

Exhibit A

Schedule of Hourly Rates and Costs

Hourly Rates

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

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

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

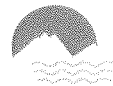
Costs

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

Management of Costs and Budgeting

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

Memorandum



Buckman Direct Diversion

Date: June 4, 2020

To: Buckman Direct Diversion Board

From: Mackie Romero, BDD Financial Manager

Subject: Long Komer & Associates, P.A. Amendment No. 1

ITEM AND ISSUE:

Request for approval of Amendment No. 1 to the Legal Services Agreement in the amount of \$249,000 exclusive of NMGRT for FY2021 legal services with Long, Komer & Associates.

BACKGROUND AND SUMMARY:

On March 7, 2019 the Buckman Direct Diversion Board awarded RFP '19/22/P for legal services to Long, Komer & Associates, P.A. to serve as the legal counsel for the Buckman Direct Diversion Board. This request will extend the award for services to June 30, 2021, which is year two within the allowed extension period. This amendment will increase compensation for the amended term in the amount of \$249,000 exclusive of applicable gross receipts tax.

Scope of Services:

- Provide legal support services to the BDD Board, with particular reference to matters of administrative law, at all public BDD Board meetings and hearings;
- Represent the Board in litigation not covered by insurance and in administrative matters,
- Providing legal advice on state and federal permitting such as, but not limited to; 1) the Environmental Impact Statement (EIS) for the BDD 2) NEPA 3) the Biological Opinion covering the BDD, and 4) NPDES permitting for the BDD.
- Advise and represent the BDD on the public procurement process, including but not limited to, review of procurement documents, participation in required negotiations, assistance with solicitations, review and preparation of contracts;
- Advise and represent the BDD Board on legal matters related to Project funding, operations, construction, warranty, repairs and replacement, other residual issues on existing contracts, and management plans as directed by the Board;
- Prepare written opinions, resolutions, contracts, and other documents necessary to assist the Board with implementation, operation and management of the BDD as directed by the Board;
- Attend all Board meetings and relevant meetings of the governing Body of the City of Santa Fe, the BDD Board or County Commissioners, and BDD Staff meetings;
- Brief BDD Support Entity Partners' officials and staff members, as directed by the BDD Board; and
- Perform other duties as may be directed by the BDD Board or PUD Director or designee.



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



ACTION REQUESTED:

Staff recommends approval of Amendment No. 1 to the Legal Services Agreement with Long, Komer & Associates, LLP. Funding is available within our approved FY2021 operating budget.

BU/LI: Legal Services # 8000801.510200

MUNIS Contract# 3200406, Change Order 1

Approved by BDDDB June 4, 2020

Councilor JoAnne Vigil Coppler, BDDDB Chair

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO
LEGAL SERVICES AGREEMENT
WITH
LONG, KOMER & ASSOCIATES, P.A.
#19-0246**

THIS AMENDMENT No. 1 (the “Amendment”) to the Legal Services Agreement dated March 7, 2019, and as subsequently amended (the “Agreement”) is made between the Buckman Direct Diversion Board (“BDDDB”) and Long, Komer & Associates, P.A. (“Contractor”). The effective date of this amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide legal service, acting in the capacity of legal counsel for the Board.

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

1. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Two Hundred Seventy Thousand Dollars (\$249,000.00) plus applicable gross receipts tax, so that Article 3 paragraph A reads in its entirety as follows:

A. The total compensation to be paid under this Agreement for the second year of the term shall not exceed Five Hundred Fourteen Thousand Dollars (\$514,000.00) plus applicable gross receipts tax.

- Fiscal Year 2018-2019, Eight Five Thousand Dollars (\$85,000.00)
- Fiscal Year 2019-2020, One Hundred Eighty Thousand Dollars (\$180,000.00)
- Fiscal Year 2019-2021, Two Hundred Forty Nine Thousand Dollars (\$249,000.00)

2. **TERM AND EFFECTIVE DATE**

Article 5 of the agreement is amended to extend the term to terminate on June 30, 2021.

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 Legal Service Agreement as the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR:

Long, Komer & Associates P.A.

By: _____
JoAnne Vigil Coppler, BDDDB Chair

Signature: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Erin McSherry, City Attorney

APPROVED:

Mary T McCoy, City Finance Director

ATTEST:

Yolanda Y. Vigil, City Clerk

File Date: _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SI

DATE (MM/DD/YYYY)

01/30/2019

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 Blue Chip Insurance Agency P.O. Box 5355 1040 Don Diego Santa Fe, NM 87502 Jay W. Winter		CONTACT NAME: John Bennett PHONE (A/C, No, Ext): 505-988-4425 FAX (A/C, No): 505-988-7454 E-MAIL ADDRESS: johnbennett@bluechipsantafe.com PRODUCER CUSTOMER ID #: LONGP-1	
INSURED LONG, KOMER & ASSOCIATES, PA Mark Komer P. O. Box 5098 Santa Fe, NM 87502-5098		INSURER(S) AFFORDING COVERAGE INSURER A: American Hallmark Insurance Co INSURER B: New Mexico Mutual Casualty Co. INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		Y	44-PB-407497-22	02/03/2019	02/03/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			44-PB-407497-21	02/03/2018	02/03/2019	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS			44-PB-407497-22	02/03/2019	02/03/2020	PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS			44-PB-407497-21	02/03/2018	02/03/2019	
A	UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR		44-PB-407497-22	02/03/2019	02/03/2020	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	19745.121	02/03/2019	02/03/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			19745.120	02/03/2018	02/03/2019	E L EACH ACCIDENT \$ 500,000
							E L DISEASE - EA EMPLOYEE \$ 500,000
							E L DISEASE - POLICY LIMIT \$ 500,000

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

The certificate holder is also listed as an additional insured with respects to the General Liability Coverage.

CERTIFICATE HOLDER**CANCELLATION**

BUCKMAN Buckman Direct Diversion Board Rick Capenter, Sr. Wtr Res. Co City of SF, Sangre de Cristo 801 W. San Mateo Santa Fe, NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jay W. Winter
--	--

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

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

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

2 Name of Contractor Long, Komer & Associates, P.A.

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$265,000.00

Termination Date: March 31, 2020

☒ Approved by BDDB Date: March 7, 2019

☐ or by Project Manager Date: _____

Contract is for: To serve as legal counsel for the Buckman Direct Diversion Board.

Amendment # 1 to the Original Contract# 19-0246

Increase/(Decrease) Amount \$ 249,000

Extend Termination Date to: June 30, 2021

☒ Approved by BDDB Date: June 4, 2020

☐ or by Project Manager Date: _____

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

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

☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 265,000.00 of original Contract# 19-0246 Termination Date: 3/31/2020

Reason: To serve as legal counsel for the Buckman Direct Diversion Board.

Amount \$ 249,000.00 amendment # 1 Termination Date: 6/30/2021

Reason: To extend term and increase compensation.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 514,000



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

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

RFP# 19/22/P Date: February 1, 2019

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: Year 2

example: (First year of 4 year contract)

Purchasing Approval

7 Funding Source: BDD Operating **BU/Line Item:** 8000801.510200

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

none

(Memo may be attached to explain detail.)

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

Phone # 955-4506

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

Buckman Direct Diversion Board

BUCKMAN DIRECT DIVERSION BOARD**LEGAL SERVICES AGREEMENT****WITH****Long, Komer & Associates, P.A.**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB) and Long, Komer & Associates, P.A. ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the BDDDB.

1. SCOPE OF SERVICES

The Board seeks to use an independent contractor, qualified attorney to service as legal counsel for the Board on matters related to the Board's provision of regional water resources through the Buckman Direct Diversion ("BDD") Project. The required legal services will cover, but are not limited to, general issues and concepts related to public body organizational powers and duties, public policy review, contracting, opinion and agreement drafting and negotiations, utility management and liability issues, and representation of the entity before federal and state courts and governmental agencies.

A. The Contractor shall perform the following under the professional services agreement as stated:

- (1) Serve as legal counsel to the BDD Board at the direction of the BDD Board and/or management;
- (2) Provide legal support services to the BDD Board, with particular reference to matters of administrative law, at all public BDD Board meetings and hearings;
- (3) Represent the Board in litigation not covered by insurance and in administrative matters,

(4) Provide legal advice on state and federal permitting such as, but not limited to; 1) the Environmental Impact Statement (EIS) for the BDD Project, 2) NEPA 3) the Biological Opinion covering the Project, and 4) NPDES permitting for the Project;

(5) Advise and represent the BDD Project on the public procurement process, including but not limited to, review of procurement documents, participation in required negotiations, assistance with solicitations, review and preparation of contracts;

(6) Advise and represent the BDD Board on legal matters related to Project funding, operations, construction, warranty, repair and replacement, other residual issues on existing contracts, and management plans as directed by the Board;

(7) Prepare written opinions, resolutions, contracts, and other documents necessary to assist the Board with implementation, operation and management of the BDD Project as directed by the Board;

(8) Attend all Board meetings and relevant meetings of the Governing Body of the City of Santa Fe; the Board of County Commissioners, and BDD Project Staff meetings;

(9) Brief BDD Project Partners' officials and staff members, as directed by the BDD Board; and

(10) Perform other duties as may be directed by the BDD Board or PUD Director or designee.

2. STANDARD OF PERFORMANCE; EXPERTISE; LICENSES

A. The Contractor must possess the personnel, experience and knowledge necessary to perform the services described in the scope of work of this Agreement. Desired expertise includes a minimum of seven (7) years in the practice of law with practice area experience including, but not limited to, local government law or other agency representation, government

contracting and transactional law, general litigation, and negotiations. Preferred expertise in areas of environmental, construction, corporate, employment and/or property law will be considered in the determination of qualifications. The Contractor must be licensed to practice law in the State of New Mexico, and must obtain and maintain all applicable business and professional license and registration required by law.

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

3. COMPENSATION

A. The total compensation to be paid under this Agreement for the first year of the term shall be Two Hundred Sixty Five Thousand Dollars (\$265,000) plus applicable gross receipts tax as outlined in Exhibit A attached hereto.

- Fiscal Year 2018-2019, Eighty Five Thousand Dollars (\$85,000)
- Fiscal Year 2019-2020, One Hundred Sixty Thousand Dollars (\$180,000)

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

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

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

E. No Travel or per diem shall be paid by the Board under this Agreement. All costs of travel or per diem for the Contractor or the Contractor's staff are the sole responsibility of the Contractor.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDB and terminate on March 31, 2020. This agreement may be extended in one (1) year increments by amendment to this Agreement in accordance with Paragraph 18, AMENDMENT, herein and contingent upon satisfactory performance and funding availability. In no event, however, shall the term of this Agreement, including any and all extensions, exceed four (4) years from the date of last signatory to this initial agreement.

6. TERMINATION

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

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

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

such termination. If full payment has been made, Contractor agrees to prorate for work accomplished and refund all amounts earned.

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

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

(1) **Commercial General Liability.** Commercial General Liability (CGL)

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

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

(2) **Automobile Liability.** For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and

effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident. An insurance certificate shall be submitted to the BDDDB that reflects coverage for any automobile [any auto].

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

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

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

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

D. Cancellation.

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

E. Insurer Requirements.

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

F. Deductibles.

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

G. Specific Provisions Required.

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

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

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

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

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

for any coverage requested by the BDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

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

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; and their respective elected officials, officers, employees, agents, volunteers and representatives from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

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

14. NEW MEXICO TORT CLAIMS ACT

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

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

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

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

BDDDB:

Facilities Manager
Buckman Direct Diversion
341 Caja Del Rio Road
Santa Fe, NM 87506

CONTRACTOR: Long, Komer & Associates
2200 Brothers Road
PO Box 5098
Santa Fe, NM 87502

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____

Peter Ives, BDDDB Chair

Date: _____

3/7/19

CONTRACTOR:

Long, Komer & Associates

Signature: _____

Nancy Long

Printed Name: _____

Nancy R. Long

Title: _____

Partner

Date: _____

3-19-19

APPROVED AS TO FORM

For

Erin K. McSherry, City Attorney

NM Taxation & Revenue

CRS # _____

85-0353074

02075049008

City of Santa Fe Business

Registration # _____

19-00058116

APPROVED

See Attached

Mary T. McCoy, City Finance Director

ATTEST

City Clerk

File Date: _____

4-4-19

all

BUCKMAN DIRECT DIVERSION BOARD

By: _____

Peter Ives, BDDDB Chair

Date: _____

3/7/19

APPROVED AS TO FORM

for

Erin K. McSherry, City Attorney

APPROVED

Mary T. McCoy, City Finance Director

KM

ATTEST

City Clerk

File Date: _____

CONTRACTOR:

Long, Komer & Associates

Signature: _____

Nancy Long

Printed Name: _____

Nancy R. Long

Title: _____

Partner

Date: _____

3-19-19

NM Taxation & Revenue

CRS #

~~85-0353074~~

02075049008

City of Santa Fe Business

Registration #

19-00058116

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

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

Exhibit A

Fee Schedule

The BDD Board shall pay compensation to the Contractor based upon hourly rates for provision of legal and administrative services. Such services shall be tracked and billed in one-tenth (0.01) hour increments to be paid as follows:

- The following attorneys shall be paid as hourly rate as stated:

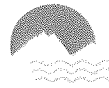
▪ Nancy R. Long, Partner	\$190
▪ Jonas M. Nohoun Associate	\$165
▪ Vicki R. Marco, Certified Paralegal	\$100
▪ Jane M. Clifford, Certified Paralegal	\$100
▪ Kyle Harwood, Partner	\$190
▪ Brittany Gaume, Paralegal	\$100

Any services performed by Virtue & Najjar will be at the Partner rate.

Invoices shall be submitted to BDD Financial Manager and should include the following detailed information:

- i) Dates
- ii) Attorney
- iii) Description of billed services
- iv) Number of billed hours
- v) Hourly rate
- vi) Total Fees
- vii) NM Gross Receipts Tax

Memorandum



Buckman Direct Diversion

Date: June 4, 2020
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager
Subject: Policy with National Union Fire/AIG

ITEM AND ISSUE:

Request for approval to accept an insurance policy with National Union Fire/AIG for the BDDDB insurance coverage including real property for a premium of \$132,773.

BACKGROUND AND SUMMARY:

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

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

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

Daniels currently has the following policies in place with National Union Fire/AIG, with an effective date of July 1, 2019 to July 1, 2020 for a premium of \$131,948.

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

Daniels has re-marketed the account for the next policy period, effective July 1, 2020 to July 1, 2021.

EVALUATION:

Daniels approached 5 companies for competitive bids; however only the incumbent company was able to provide a competitive bid based on expiring terms, conditions and premiums.



Memorandum cont.

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

Coverage	National Union Fire
	2020-2021
	AM Best Rating A+XV
Property/Boiler Premium	Incl
Equipment	Incl
Commercial Crime	Incl
Cyber Liability	Incl
General Liability	Incl
Automobile	Incl
Public Officials	Incl
Umbrella	Incl
Total Annual Premium	\$ 132,773

Daniels Insurance negotiated coverage and deductibles with National Union Fire/AIG, as shown below, with a minimal premium increase of \$825.00 which includes the addition of two new vehicles during the year.

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

Memorandum



Buckman Direct Diversion

ACTION REQUESTED:

Based on the proposal provided, staff recommends the BDD Board accept the policy with National Union Fire/AIG for an annual premium of \$132,773. Funding is available in the approved FY2021 Operating budget and is classified as essential.

BU/LI: General Liability Assessments 8000801.555250

Approved by BDDDB June 4, 2020

Councilor JoAnne Vigil Coppler, BDDDB Chair

ATTACHMENTS

- Acceptance of Proposal



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





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

PAYMENT OPTIONS

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

- Prepaid/Full Pay

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

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

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

Signature:

Insured: Buckman Direct Diversion Board

By:

Date:
