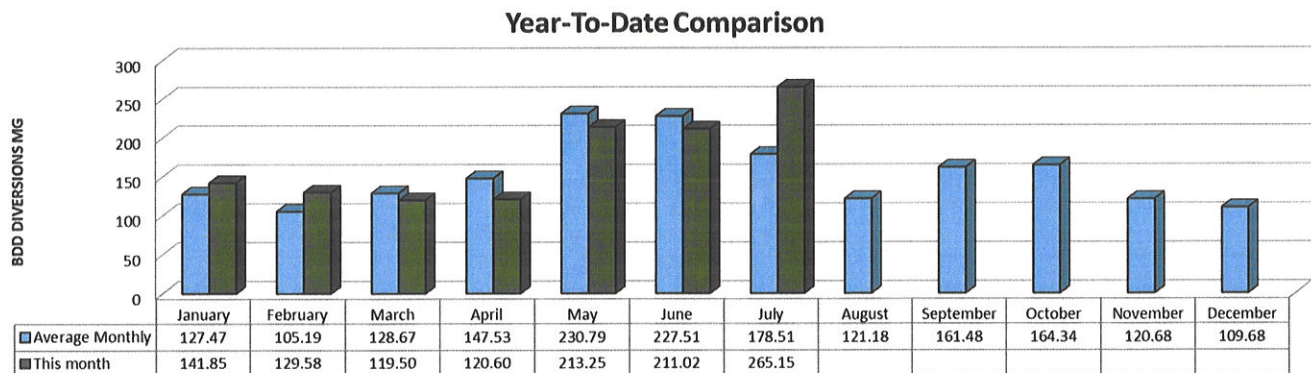




Date: August 6, 2020
To: Buckman Direct Diversion Board
From: Randy Sugrue, BDD Operations Superintendent
Subject: Update on BDD Operations for the Month of July 2020

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of July 2020. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
 - a. Raw water diversions: 8.65 MGD.
 - b. Drinking water deliveries through Booster Station 4A/5A: 7.09 MGD.
 - c. Raw water delivery to Las Campanas at BS2A: 1.41 MGD.
 - d. Onsite treated and non-treated water storage: 0.15 MGD Average.
2. The BDD is providing approximately 54% percent of the water supply to the City and County for the month.
3. Regional Demand/Drought Summary.
4. The BDD year-to-date diversions are depicted below:

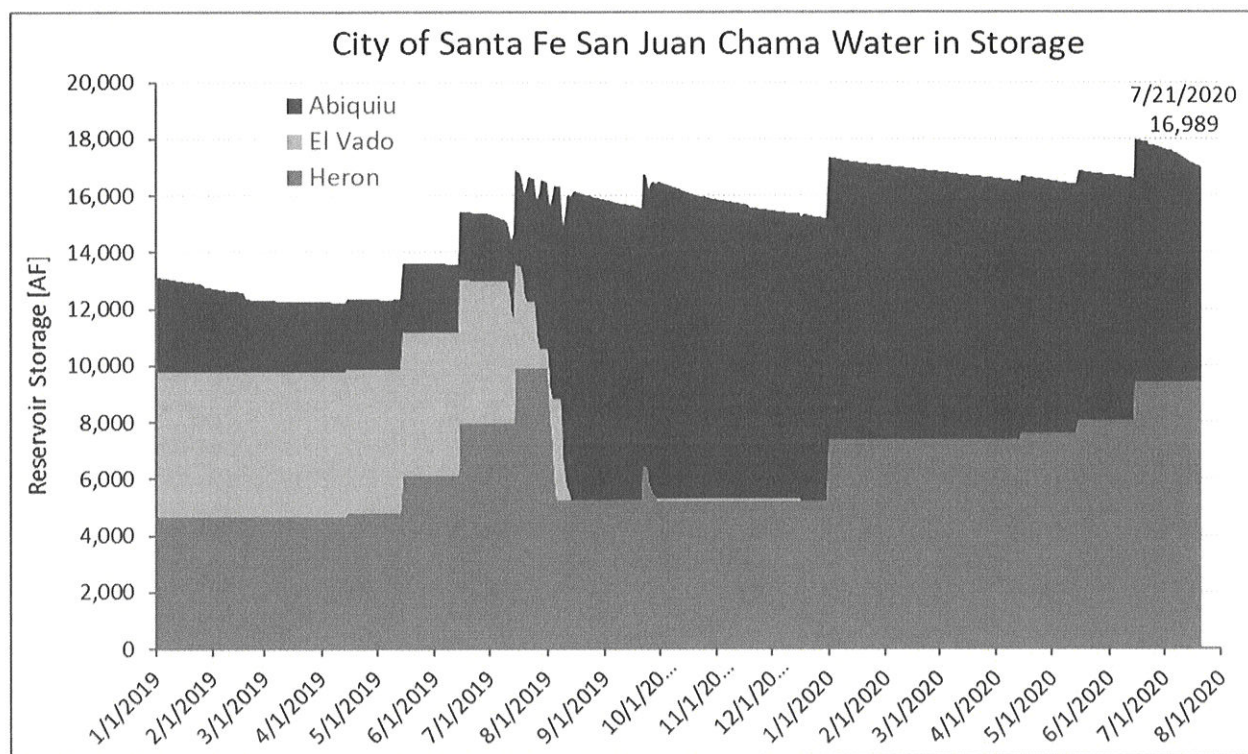




Regional Water Overview

Daily metered regional water demand for the month of July 2020 is approximately 13 MGD for the city and 1.7 MGD for the county.

Rio Grande flows for July 2020 average approximately 800 CFS (cubic feet per second.)



ENSO Summary

July 20, 2020

ENSO Alert System Status: La Niña Watch ENSO-neutral conditions are present.*Equatorial sea surface temperatures (SSTs) are near-to-below average across the east-central and eastern Pacific Ocean. The tropical atmospheric circulation is consistent with ENSO-neutral. ENSO-neutral is favored to continue through the summer, with a 50-55% chance of La Niña development during Northern Hemisphere fall 2020 and continuing through winter 2020-21 (~50% chance).



Buckman Direct Diversion Monthly SJC and Native Diversions

Jul-20

In Acre-Feet

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	438.797	134.433	0.000	304.364	298.249	6.115	2.759
FEB	385.360	207.046	0.000	178.314	178.314	0.000	1.679
MAR	364.592	192.426	0.000	172.165	172.165	0.000	1.621
APR	362.944	178.481	0.000	184.463	123.095	61.367	1.737
MAY	635.468	523.991	0.000	111.477	109.054	2.423	0.889
JUN	650.009	522.607	0.000	127.402	2.637	124.765	1.017
JUL	823.220	0.000	0.000	830.435	830.435	0.000	2.968
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	3,660.389	1,758.984	0.000	1,908.620	1,713.950	194.670	12.670

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	43.789	0.000	98.103	96.304	1.975	141.892
FEB	67.442	0.000	57.454	57.454	0.000	124.896
MAR	62.680	0.000	55.473	55.473	0.000	118.152
APR	58.137	0.000	59.435	39.733	19.808	117.572
MAY	170.681	0.000	35.812	33.155	0.737	206.493
JUN	170.230	0.000	40.927	0.847	40.080	211.158
JUL	0.000	0.000	270.500	270.500	0.000	270.500
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	572.959	0.000	617.704	553.465	62.599	1,190.663



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 Diversion
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: August 6, 2020
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *MR*
Subject: Amended Fiscal Year 2021 Annual Operating Budget Request

ITEM AND ISSUE:

Request to ratify and formally adopt the amended FY2021 Annual Operating budget in the amount of 8,653,715 plus \$626,706 in contributions to the Major Repair and Replacement fund.

BACKGROUND AND SUMMARY:

The Joint Powers Agreement between the City of Santa Fe and Santa Fe County, establishing the Buckman Direct Diversion Board, provides that the BDD Board annually prepare and recommend a budget and formally adopt the budget upon approval of the governing bodies.

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 BDD has amended the Fiscal Year 2021 Annual Operating Budget, by reducing several line items for a revised request of \$8,653,715 plus \$626,706 in contributions to the Major Repair and Replacement Fund.

On July 14, 2020, the Santa Fe County Public Utilities Department's annual budget included the funding requested for the FY 2021 BDD Annual Budget and was approved by the Santa Fe County Board of Commissioners. This approval does not include the reductions presented in the amended budget request.

On July 29, 2020, the Santa Fe City Council approved the amended funding request for the FY 2021 BDD Annual Operating Budget.



Memorandum cont.

The amended budget request accounts for all projected costs necessary to meet the Board's service level objectives and to continue to provide high quality water to our partners, the City of Santa Fe, Santa Fe County, the Club at Las Campanas and the Las Campanas Water and Sewer Cooperative.

ACTION REQUESTED:

Staff recommends ratification and formal adoption of the amended FY2021 Annual Operating budget in the amount of 8,653,715 plus \$626,706 in contributions to the Major Repair and Replacement fund.

Approved by BDDDB August 6, 2020

Councilor JoAnne Vigil Coppler, BDDDB Chair



Buckman Direct Diversion

Buckman Direct Diversion

FISCAL YEAR 2021

Amended Annual Operating
Budget & Partner Contributions

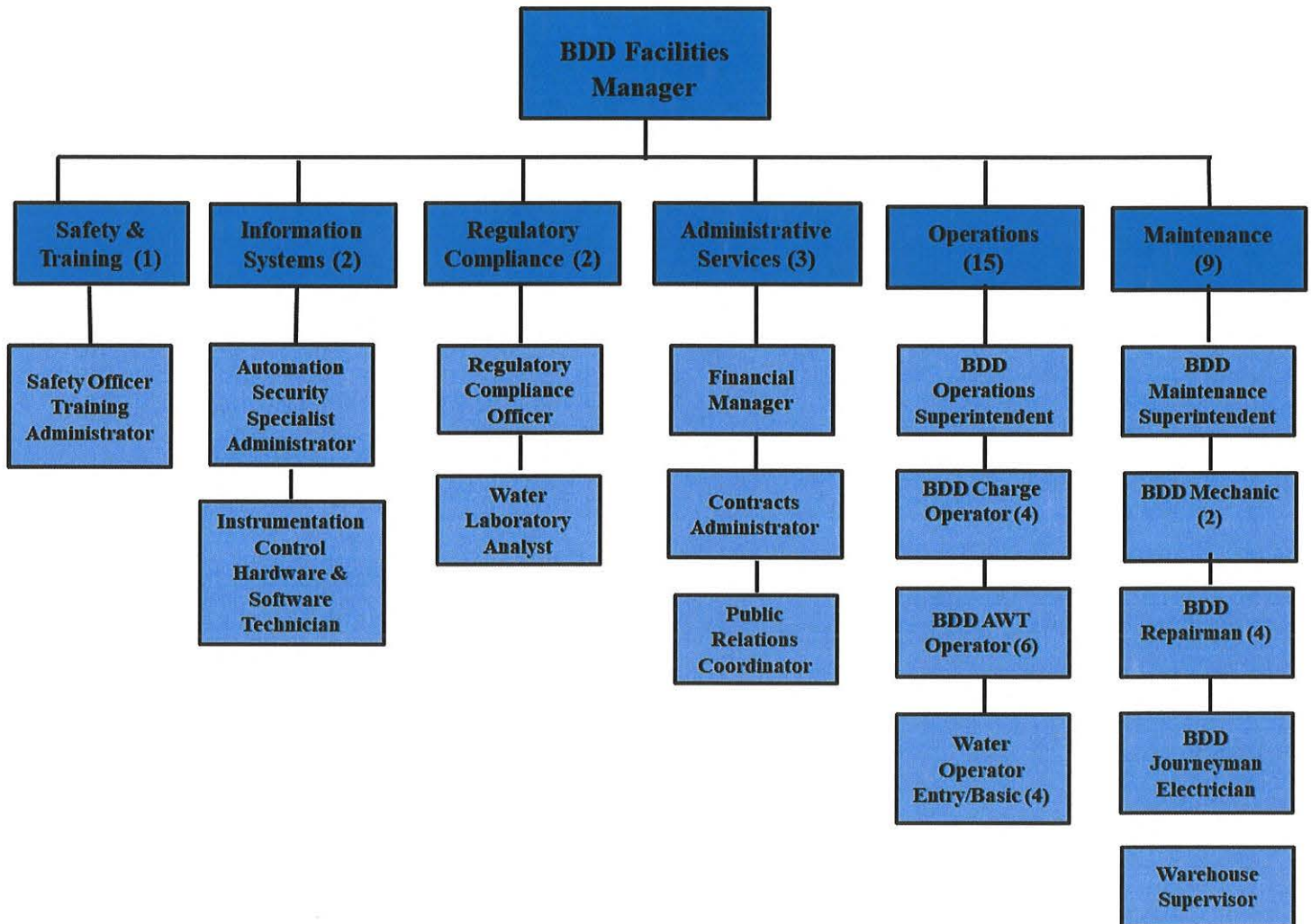


Prepared by:

Mackie M. Romero, BDD Financial Manager
Rick Carpenter, Interim Facilities Manager



BUCKMAN DIRECT DIVERSION REGIONAL WATER PLANT
ORGANIZATIONAL CHART





Buckman Direct Diversion (BDD) Amended Annual Operating Budget

Budget Message

The *Project Management and Fiscal Services Agreement* (PMFSA) requires the Project Manager to submit an Annual Operating Budget, which was approved by the BDDDB on February 6, 2020. However since this approval the Covid-19 Pandemic has caused uncertainty and economic hardships to our government and our community. Therefore, the Project Manager requests the Buckman Direct Diversion Board (BDDDB) approve and recommend the amended Fiscal Year 2021 Operating Budget of \$8,653,715.

Budget Revenue/Reimbursement Summary

TOTAL PROPOSED FISCAL YEAR 2021 OPERATING BUDGET

TABLE A

	<u>Fixed</u>	<u>Variable</u>	<u>Total</u>	<u>%</u>
Revenues/Reimbursements by Source:				
Unrestricted Fund Balance	\$ 70,000	\$ -	\$ 70,000	1%
Federal Funds	96,000	-	96,000	1%
PNM Solar Rebates	-	120,000	120,000	2%
City of Santa Fe	5,051,065	947,369	5,998,434	69%
Santa Fe County	1,745,265	255,212	2,000,476	23%
Las Campanas (Club)	265,793	34,719	300,512	3%
Las Campanas (Coop)	68,293	-	68,293	1%
Total Revenues by Source	\$ 7,296,415	\$ 1,357,300	\$ 8,653,715	100%
% of overall budget	84%	16%	100%	

This budget request consists of fixed and variable costs and includes revenue/reimbursements from several sources. The principle operating revenue of BDD's operating budget is reimbursements from the partners for the cost of operations.

BDD was granted federal funds from the Department of Energy for the BDD Storm Water Sampling Program. This funding will be used for the collection of samples from the Rio Grande at the BDD in order to make determinations on the water quality of the river during LANL events.

The monthly PNM solar rebates received for the water treatment plant solar array are also accounted for as a source of revenue. The resulting reimbursement requests for American Capital Energy (primary owner of this solar array) to the City of Santa Fe and Santa Fe County will be reduced by the revenue received.

The partner reimbursement revenue is estimated based on projected expenditure types and allocated based on the cost sharing allocations established in the governing documents. Partners are billed in accordance with the BDD Working Capital and Billing Policy.



Budget Summary & Highlights

In Fiscal Year 2021, the BDD had to evaluate the approved budget request to identify all potential reductions. This amended request ensures BDD has the funding needed to properly operate and maintain the facilities to meet the demand of its partners. Closing the gap between actual expenditures and budget was considered in the development of the annual operating budget request and the amended request.

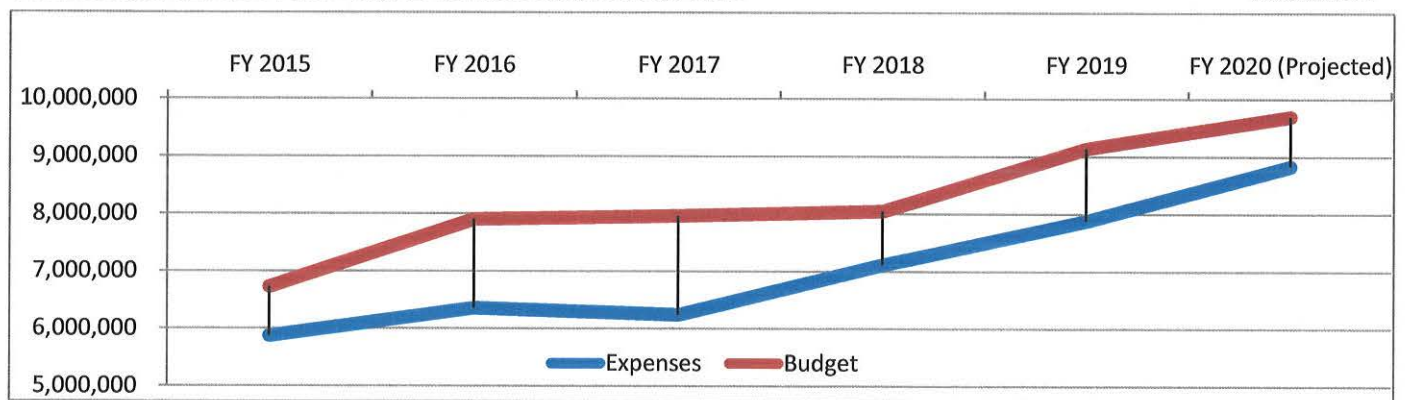
The amended annual operating budget for fiscal year 2021 was reduced by \$1,006,082 from the BDD approved budget. The categories below were reduced by the following amounts.

- **Salaries & Benefits** - The BDD reduced this category by \$138,371. The BDD had salary savings from positions that are now filled and will delay the hiring of one of two vacant positions.
- **Electricity** - The BDD reduced this category by \$167,000. This reduction was based on actual expenditures for the past two years, and savings from the termination of PNM Unused Facilities charges.
- **Solids** – The BDD reduced this category by \$30,000. This reduction was based on actual expenditures and savings from changes to the BDD Solids Disposal program.
- **Materials & Supplies** – The BDD reduced this category by \$528,841. The BDD will delay the purchase of \$371,000 of capital outlay items, reduce on-call contracts by \$40,000, and reduce other costs such as fuel and non-essential operating supplies by \$57,000. BDD will also save \$60,000 on service contracts by shifting tasks to be performed by staff and evaluating other options for certifying instrumentation.
- **Other Operating Costs** – The BDD reduced this category by \$141,870. The BDD will delay the TREAT study, software renewals and nonessential trainings for a savings of \$70,000. The BDD also reduced office supplies, public outreach promotions, advertising and projected sampling cost for a savings of \$50,000. There was also a savings of \$20,000 from the projected 3rd party liability insurance.

The budget will be monitored closely and funds will be moved as needed.

CUMULATIVE BDD EXPENSES TO ADOPTED BUDGET

CHART 2





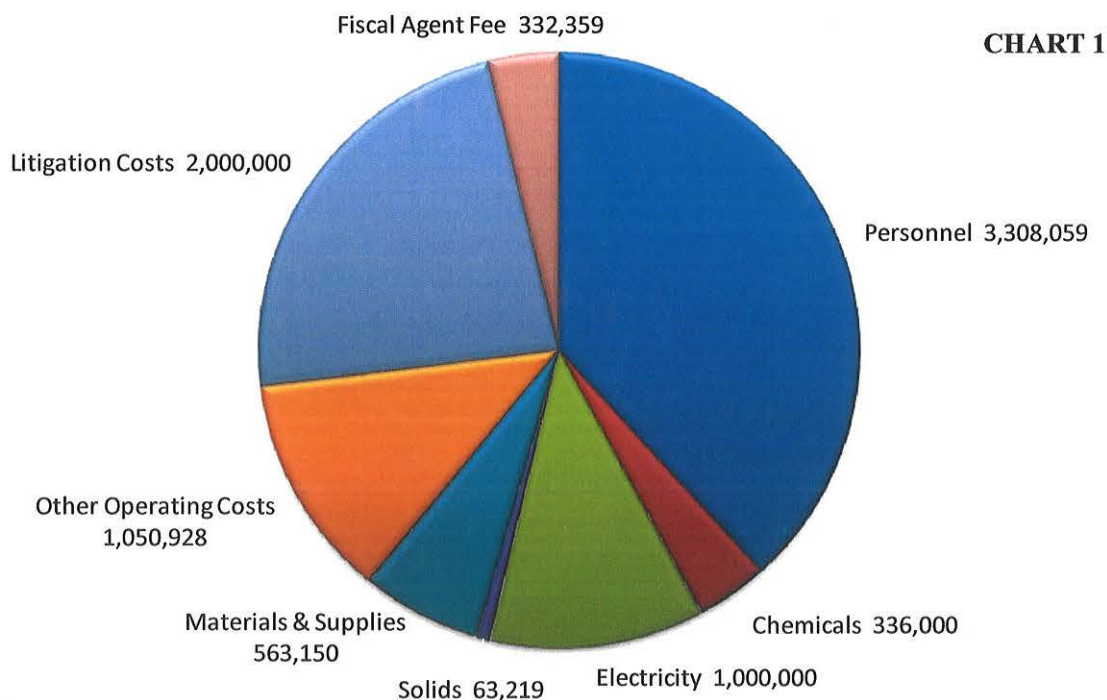
Budget Expenditure Summary

The Buckman Direct Diversion budget consists of seven major categories as presented below. These categories are used to track expenditures for reporting and monitoring our available budget balance. In accordance with our BDD Working Capital and Billing policy, any budget adjustment requests between major categories require board approval. Expenditures are generally recorded when a liability is incurred and are reported in BDD's main enterprise fund.

PARTNER SHARE OF TOTAL PROPOSED FISCAL YEAR 2021 OPERATING BUDGET

TABLE B

Expenditure by Category:	<u>City of Santa Fe</u>	<u>Santa Fe County</u>	<u>Las Campanas (Club)</u>	<u>Las Campanas (Coop)</u>	<u>Federal Funds</u>	<u>Unrestricted Funds</u>	<u>Total</u>
Personnel	\$ 2,288,953	\$ 799,185	\$ 99,295	\$ 50,626	\$ -	\$ 70,000	\$ 3,308,059
Electricity	764,967	194,164	37,404	3,465	-	-	1,000,000
Chemicals	263,054	72,946	-	-	-	-	336,000
Solids	49,399	13,820	-	-	-	-	63,219
Materials & Supplies	390,381	140,890	19,229	12,650	-	-	563,150
Other Operating Costs	680,353	242,492	30,531	1,552	96,000	-	1,050,928
Litigation Costs	1,419,400	482,800	97,800	-	-	-	2,000,000
Fiscal Agent Fee	235,875	80,231	16,253	-	-	-	332,359
Total	6,092,382	2,026,528	\$ 300,512	\$ 68,293	\$ 96,000	\$ 70,000	\$ 8,653,715
PNM Solar Rebates	(93,948)	(26,052)					
Total	\$ 5,998,434	\$ 2,000,476					





Budget Comparisons

Table C presents actual expenses by major category for fiscal year ended June 30, 2019. The change in the fiscal year 2021 approved operating budget request in comparison to the amended budget request. The amended budget includes carryover of furlough savings, funding for the HVAC replacement project and funding to fill one vacant maintenance position. The BDDDB also approved carryover funding of \$310,000 to support continuation of our Security System Upgrade project and Database Migration project, which was approved separate from this request.

The BDD staff will continue to work with its partners, the City of Santa Fe, Santa Fe County and Las Campanas entities, in determining the costs and funding needed to ensure BDD properly operates and maintains the facilities to meet the demands of its partners.

BUCKMAN DIRECT DIVERSION OPERATING BUDGET

TABLE C

	FY 2019 Adopted Budget	FY 2019 Unaudited Actual 6/30/2019	FY 2019 Variance \$ (Under) / Over Budget	%	FY 2020 Adopted Budget	FY 2021 Approved Budget	FY 2021 Amended Budget	\$ Change FY 2021 vs FY 2020
Revenues/Reimbursements by Fund:								
Partner Reimbursements	\$ 8,918,624	\$ 7,634,653	(1,283,971)	86%	\$ 9,415,409	\$ 9,443,797	\$ 8,367,715	\$(1,076,082)
PNM Solar Rebates	120,000	151,461	31,461	126%	120,000	120,000	120,000	-
Federal Funds	96,000	95,024	(976)	99%	96,000	96,000	96,000	-
Unrestricted Funds	-	-	-		65,000	-	70,000	(70,000)
Total	\$ 9,134,624	\$ 7,881,138	\$ (1,253,486)	86%	\$ 9,696,409	\$ 9,659,797	\$ 8,653,715	\$(1,146,082)
Expenditures by Category:								
Salaries	\$ 2,222,850	\$ 1,788,831	\$ (434,019)	80%	\$ 2,254,610	\$ 2,119,595	\$ 2,059,105	\$ (60,490)
Overtime	150,000	206,095	56,095	137%	150,000	150,000	110,000	(40,000)
Benefits	1,198,823	987,944	(210,879)	82%	1,173,761	1,176,835	1,138,954	(37,881)
Electricity	1,200,000	1,026,577	(173,423)	86%	1,200,000	1,167,000	1,000,000	(167,000)
Chemicals	336,000	312,691	(23,309)	93%	336,000	336,000	336,000	-
Solids	120,000	61,209	(58,791)	51%	120,000	93,219	63,219	(30,000)
Materials & Supplies*	819,435	704,188	(115,247)	86%	1,012,639	1,091,991	563,150	(528,841)
Other Operating Costs*	1,078,756	1,046,352	(32,404)	97%	1,138,755	1,192,798	1,050,928	(141,870)
Litigation Costs	1,690,000	1,434,788	(255,212)	85%	1,990,000	2,000,000	2,000,000	-
Total	8,815,864	7,568,675	(1,247,189)	86%	9,375,765	9,327,438	8,321,356	(1,006,082)
Fiscal Agent Fee	318,760	312,463	6,297	98%	320,644	332,359	332,359	-
Total	\$ 9,134,624	\$ 7,881,138	\$ 1,253,486	86%	\$ 9,696,409	\$ 9,659,797	\$ 8,653,715	\$(1,006,082)
* See Table C-1 and C-2 for a detailed summary of Major Category Costs								



BDD Materials & Supplies Detailed Summary

TABLE C-1

<u>Description</u>	<u>Amount</u>	<u>Total</u>
Repair & Maintenance Building / Structures - sprinkler, fire alarm, plumbing	28,000	
On-call HVAC Service & Replacement Agreement	90,000	
On-call security system service and repair	8,000	
Total		\$ 126,000
Repair & Maintenance System Equipment		
General maintenance, repairs and replacement to water system facilities	220,000	
Hach Service Agreement - Yearly calibration of instrumentation	10,000	
Eaton Service Agreement - VFD Troubleshooting	5,000	
Yukon & Assoc - On-call process instrumentation and control systems	10,000	
Wunderlich-Malec - On-call SCADA & computer networking	5,000	
Great Southwest Meters- Annual meter calibration and inspection	8,000	
Subsurface Contracting - On-call repair and replacement to water systems	23,000	
Alpha Southwest - On-call services mechanical & electrical	30,000	
Automation & Electric - On-call SCADA support, software, programming	15,000	
Positive Energy - Maintenance and service of BS2A Solar Array	6,500	
Total		\$ 332,500
Repair & Maintenance Grounds/Rd - Landscaping agreements		5,000
Repair & Maintenance Machine & Equipment -Copiers, machinery & equipment		24,300
Operating Supplies -Field supplies maintenance/operations		33,000
Auto Parts, Tires, Gasoline & Diesel - Fleet maintenance of vehicles		11,000
Inventory Exempt / IT - Small tools, radios, and phase III replacement of computers		5,500
Uniforms (\$500 clothing, \$200 boots = \$700 per employee)		18,200
Safety Supplies - First aid, protective gear, safety guides, periodicals		7,650
Replacement of GAC media project		-
Data Processing - Server replacement for SCADA & Control Room Upgrade		-
Capitalized Asset - Installation of crane lift at 4A/5A		-
Total		\$ 104,650
Total Materials & Supplies Category		\$ 563,150



BDD Other Operating Costs Detailed Summary

TABLE C-2

<u>Description</u>	<u>Amount</u>	<u>Total</u>
Agreements		
BDDDB Insurance Broker/Agent	9,500	
Chavez Security - provides facilities patrol along Buckman road corridor	194,240	
Stenographer Agreement - BDD Board meetings	4,000	
USGS Operation and maintenance agreement of sediment and stream gage	51,386	
BDDDB Independent counsel	170,000	
Consultant for Technical Assistance	56,000	
Compliance Agreements -TREAT Study analysis	-	
Compliance Agreements -Stormwater sampling (Federal program)	96,000	
Compliance Agreements -Drinking water, solids analysis	20,000	
Compliance Agreements -GAC sampling and analysis	50,000	
Compliance Agreements -Annual fire inspection and compliance	10,000	
Audit professional services agreement	7,500	
BDD Board - Public liability and real property insurance premiums	133,000	
Land Leases - BLM right of way agreements	71,756	
Total		\$ 873,382
Benefits Dept. Assessments - City Benefits Assessment Fees		8,026
General Liability Dept Assessments - City Risk Assessment Fees		10,736
General Liability Third Party - Crime Liability Assessment Fees		78,363
Unemployment Insurance - City Assessment Fees		6,999
Public Relations - tours, outreach, promotions, website, virtual tour		3,500
Software/Software Subscriptions- Software support and upgrades		16,000
Employee Training - Safety, training, education, travel, dues & registrations		6,300
Advertising - Job postings, RFP bids		500
Office Supplies - General office supplies		2,500
Postage & Mailing Services - Delivery of water samples, correspondence		1,650
Utilities - Cell phones, landlines, data, website, satellite phone, natural gas, fees		31,472
County Conservation Fees		11,500
Total		\$ 177,546
BDDDB Litigation Costs		\$ 2,000,000
Total Other Operating Costs Category		\$ 3,050,928



Budget Fixed & Variable Costs Analysis

The BDD's annual operating budget consists of fixed, variable and project-wide costs. These costs are allocated by percentages contained in the Facility Operations and Procedures Agreement (FOPA). This budget request was prepared with the following cost sharing principles.

Cost Sharing

TABLE D

<u>Fixed</u>	<u>City of Santa Fe</u>	<u>Santa Fe County</u>	<u>Las Campanas (Club)</u>	<u>Las Campanas (Coop)</u>	<u>Total</u>
Shared Facilities (CCL)	62.09%	25.61%	5.37%	6.93%	100.00%
Separate Facilities (CC)	75.33%	24.67%	0%	0%	100.00%
<u>Project Wide</u>					
Projected Volumetric Flow (PW)	70.97%	24.14%	4.89%	0.00%	100.00%
<u>Variable</u>					
Projected Volumetric Flow (CCL)	70.97%	24.14%	4.89%	0.00%	100.00%
Projected Volumetric Flow (CC)	78.29%	21.71%	0.00%	0.00%	100.00%

Annual volumetric flow predictions provided by the partners are also used as the basis for project wide costs and variable costs that are primarily related to chemicals, electricity, and solids management.

Volumetric Flow History and FY 2021 Predictions

TABLE E

<u>Volumetric Flow (acft)</u>	<u>City of Santa Fe</u>	<u>Santa Fe County</u>	<u>LC (Raw Water) via County</u>	<u>Las Campanas (Raw Water)</u>	<u>Total Diverted</u>
FY 2015	3,565.50	1,051.72	418.32	139.01	5,174.55
FY 2016	4,127.74	1,077.23	374.33	165.14	5,744.44
FY 2017	3,896.60	1,156.87	273.60	297.73	5,624.80
FY 2018	4,397.40	1,147.92	343.38	260.61	6,149.30
FY 2019	3,116.05	1,392.77	423.08	102.35	5,034.25
<i>FY 2020</i>	<i>4,573.69</i>	<i>1,169.67</i>	<i>298.75</i>	<i>339.29</i>	<i>6,381.40</i>
<i>FY 2021</i>	<i>4,489.26</i>	<i>1,245.00</i>	<i>281.52</i>	<i>309.61</i>	<i>6,325.39</i>
<i>FY 2021 %</i>	70.97%	19.68%	4.45%	4.89%	100%
% Percentage is used in calculation of partner share (CCL) of variable costs & project wide					

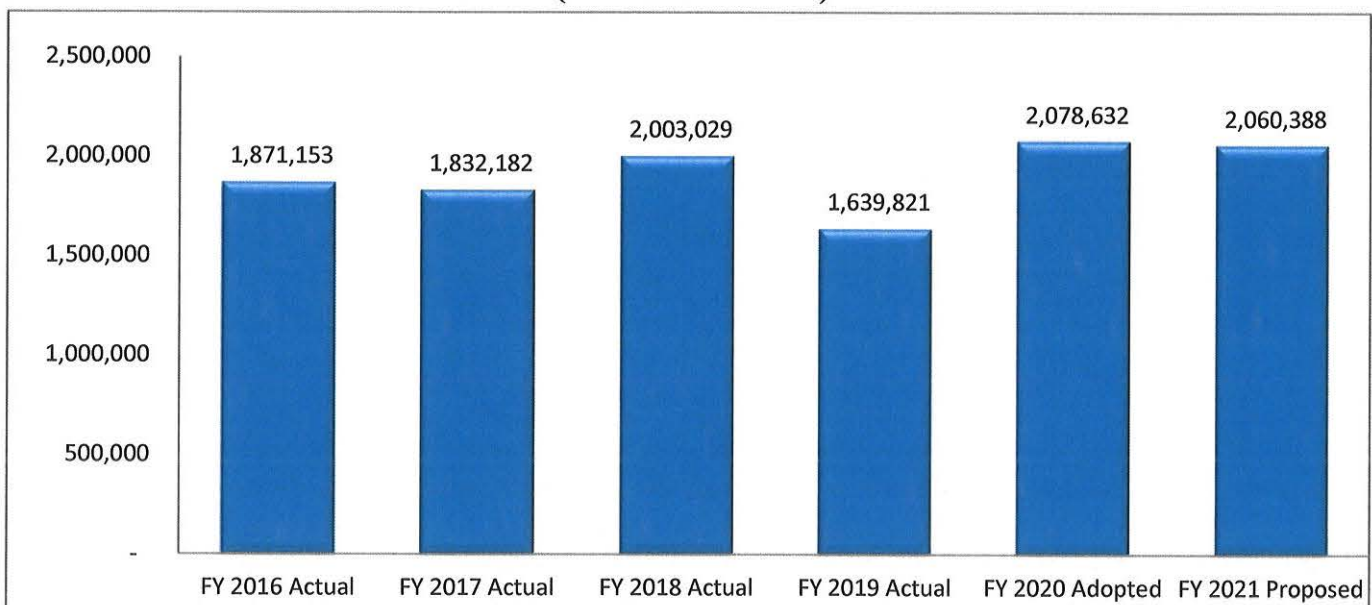


Volumetric Flow History

BDD has completed a budget analysis for fiscal year 2021, which includes volumetric predictions of 2,060,388 gallons. This is an estimated 1% decrease in water delivery over fiscal year 2020 predicted water call. The BDD will continue to work with the partners to adaptively manage BDD water deliveries to meet changes in partner demands.

Total gallons delivered in 1,000's
(Includes raw water)

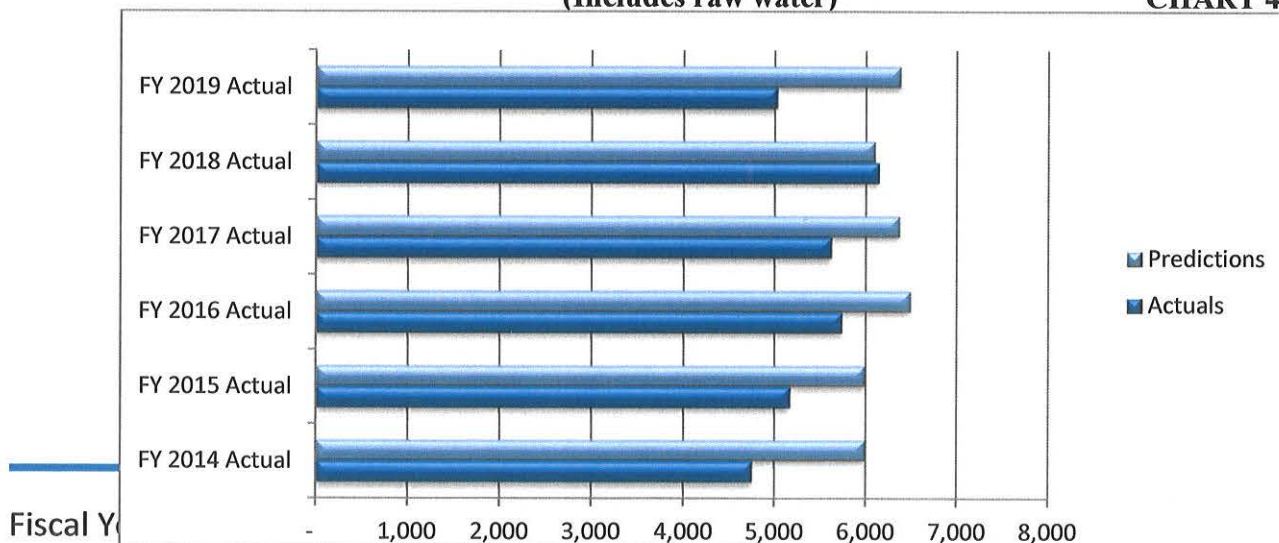
CHART 3



Total gallons delivered vs. volumetric predictions

(Includes raw water)

CHART 4





Programs

The BDD is divided into seven (7) key programs with explicit business functions and strategic goals. Each Program was developed to support specific goals and objectives. These business activities encompass all functions necessary to operate the water treatment plant, maintain full regulatory compliance, execute Fiscal Agent responsibilities, and optimize infrastructure investments through comprehensive asset management.

Strategic Goals – Supported by program resources

- ✚ **Operations** – To ensure the highest standard of water quality, using the most efficient and up to date water production methods.
- ✚ **Regulatory** – To maintain and improve LANL/DOE monitoring program.
- ✚ **Maintenance** – To equip the staff with the tools and equipment to efficiently and effectively maintain and repair the assets of the BDD.
- ✚ **Safety & Training** – To promote and assure workplace safety and health in preventing workplace injuries.
- ✚ **Administrative Services** – To operate and maintain the BDD within budget and in accordance with the governing documents.
- ✚ **Information Systems** – To maintain and support all automation and security systems.
- ✚ **Public Relations** – To coordinate, create and support key events for the BDD outreach program.



Emergency Reserve Fund (ERF)

The Project Management and Fiscal Services Agreement, Article 3. (E.) requires the BDD Board create an Emergency Reserve Fund, and establish procedures for its management. The Emergency Reserve Fund provides immediate reserves for unforeseen or catastrophic infrastructure failures that render facilities unable to deliver water at the needed capacity. The Project Manager, in consultation with the partners, must submit to the BDD Board an analysis of the funds required for an emergency reserve and suggest procedures for creation of and management of the Emergency Reserve Fund.

The BDD Board approved the Emergency Reserve Fund policy and funding contributions as part of the Fiscal Year 2012 budget request. This policy established target balances, replenishment requirements and funding allocations.

Emergency Reserve Fund Balance

TABLE I

Emergency Fund	City of Santa Fe	Santa Fe County	AZ Water Rights	Las Campanas Club	Las Campanas Coop	Balance
Fund Balance at June 30, 2019	1,347,979	505,612	18,981	83,429	107,494	2,063,495

As of June 30, 2019 the Emergency Reserve Fund remained fully funded to its targeted balance of \$2,000,000. As per the BDD Working Capital and Billing Policy, these funds are interest bearing and are allocated to the partners based on the percentage of cash held in their respective accounts at the end of each fiscal year.



Major Repair and Replacement Fund (RRF)

The BDD Board also previously approved the Major Repair and Replacement Fund as part of the Fiscal Year 2012 Budget. Per the Major Repair and Replacement Fund policy these funds are to receive yearly contributions held in reserve to support major repair and replacement costs of facility equipment and systems.

The BDD Board has authorized expenditures of \$645,147 for repair and replacement of system equipment in accordance with the policy. These authorizations, upon expenditure will reduce the available balance in this fund. The Major Repair and Replacement fund will continue to receive yearly contributions in accordance with the policy.

Major Repair and Replacement Fund Balance

TABLE J

Major Repair & Replacement	City of Santa Fe	Santa Fe County	Las Campanas Club	Las Campanas Coop	Balance
Balance as of June 30, 2019	1,280,679	445,305	36,977	32,535	1,795,496
2020 Contributions	445,545	156,494	10,769	13,898	626,706
Funds authorized for expenditure	(458,656)	(161,098)	(11,086)	(14,307)	(645,147)
Projected Fund Balance	1,267,568	440,701	36,660	32,126	1,777,055

Major Repair and Replacement Fund Fiscal Year 2019 Contributions

TABLE K

Major Repair & Replacement	City of Santa Fe	Santa Fe County	Las Campanas Club	Las Campanas Coop	Balance
2021 Proposed Contributions	445,545	156,494	10,769	13,898	626,706

With the approval of this contribution and no additional authorizations, the fund balance will be \$2,403,761 for fiscal year 2021.

Capital Assets Management

The BDD staff has begun work on maintaining our capital asset and replacement system with software upgrades, data verification and vehicle replacement schedule and policy. Our goals and initiatives are to



continue to work on development of a multi-year projected asset plan, funding requirements, and related replacement/disposal policy.

Budget Summary

With this submittal, the Project Manager requests the Buckman Direct Diversion Board approve and recommend the amended funding for the Fiscal Year 2021 Operating Budget of \$8,653,715 plus the annual contribution of \$626,706 for the Major Repair and Replacement Fund for a total request of \$9,280,421. We appreciate the input and support from our partners and our Buckman Direct Diversion Board Members.

Fiscal Year 2021 Funding Allocation

TABLE L

Funds	City of Santa Fe	Santa Fe County	Las Campanas (Club)	Las Campanas (Coop)	Total
Operating Fund	\$5,998,434	\$1,988,976	\$ 300,512	\$ 68,293	\$ 8,356,215
			PNM Solar Rebate Revenue		120,000
			Federal Funds		96,000
			County Conservation Fee		11,500
			Unrestricted Fund Balance		70,000
					\$ 8,653,715
Major Repair & Replacement Fund	445,545	156,494	10,769	13,898	626,706
Total Fiscal Year 2021 Request	\$6,443,979	\$2,145,470	\$ 311,281	\$ 82,191	\$ 9,280,421

Memorandum



Buckman Direct Diversion

Date: August 6, 2020
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *MR*
Subject: Request to Reauthorize Funding

ITEM AND ISSUE:

Request for approval to reauthorize unexpended funds approved by the BDDB from the Major Repair and Replacement Fund.

BACKGROUND AND SUMMARY:

The Buckman Direct Diversion Board authorized funding from the BDD Major Repair and Replacement Fund to fund multiple projects. As of July 1, 2020 the following projects were still on-going and are expected to be completed within the current fiscal year.

On-going project balance:

- \$53,294 Eaton Corporation – Installation of two variable frequency drives.
- \$71,011 Alpha Southwest, Inc. – RWLS Pump Rebuild Project (Pump 4 & 5).
- \$86,625 Alpha Southwest, Inc. – BDD Raw Water Pump Project (8 new pumps).

City Finance requires all carry forward funding for on-going projects to be re-appropriated by the governing board. Therefore we are requesting that the BDD Board reauthorize \$210,930 from the Major Repair and Replacement Reserve Fund. These funds will be budgeted in the BDD operating fund and transferred from the reserve fund upon actual expenditure.

ACTION REQUESTED:

Staff recommends approval of the attached Budget Amendment Resolution to reauthorize \$210,930 from the Major Repair and Replacement Fund.

Approved by BDDB August 6, 2020

Councilor JoAnne Vigil Coppler, BDDB Chair



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



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

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion					DATE 8/6/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Repair & Maint of System Equipment	8000825	520150		124,305		
System Equipment	8000825	570550		86,625		
Interfund transfer out to 800	8010815	755800		210,930		
REVENUES				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
Interfund transfer in from 801	8000825	655801		(210,930)		
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 210,930	\$ -	

To re-budget funds from the BDD Major Repair & Replacement Fund for on-going projects to		{Complete section below if BAR results in a net change to ANY Fund}	
Fiscal Year 2021.		Fund(s) Affected	Fund Balance Increase/(Decrease)
BDDDB Approved 8/06/2020		801	(210,930)
		TOTAL:	(210,930)

Mackie Romero <i>MR</i> Prepared By (print name)	8/6/2020 Date	(Use this form for Finance Committee/ City Council agenda items ONLY)	Budget Officer _____ Date
Division Director Signature {optional}		CITY COUNCIL APPROVAL City Council Approval Date	Finance Director {≤ \$5,000} _____ Date
Department Director Signature		Agenda Item #:	City Manager {≤ \$60,000} _____ Date

Memorandum



Buckman Direct Diversion

Date: August 6, 2020
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *MR*
Subject: Emergency Procurement - TLC Company, Inc.

ITEM AND ISSUE:

Request to ratify emergency procurement and approve contract with TLC Company, Inc. in the amount of \$199,455.95 inclusive of NMGRT.

BACKGROUND AND SUMMARY:

On June 24, 2019 the City of Santa Fe Purchasing Agent approved our request to enter into an emergency procurement with TLC Company, Inc. to remove and install a new chiller unit for an amount of \$199,455.95 inclusive of NMGRT. TLC Company Inc. has a current NM State price agreement, which was used to quote the requested services.

The failed unit is located in the operations building of the Buckman Direct Diversion water treatment plant and is the main cooling unit in this location. The lack of adequate cooling in this building threatens our servers and other telecom equipment. The BDD also has essential staff on site to operate the plant, and the high temperatures in the building pose a greater health risk due to the current pandemic.

The approved emergency procurement allowed staff to enter into a purchase order and begin the process to order the new unit which has a 5 week lead time. The project is scheduled to begin the first week in August where the contractor will start with plumbing, electrical wiring and removal of the old unit. The project should be completed by the end of the month. During this time portable cooling units have been setup in the telecom room and control room.

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

ACTION REQUESTED:

Staff recommends approval of the Services Agreement with TLC Company in the amount of \$199,455.95 inclusive of NMGRT and approval of the Budget Amendment Resolution.

Approved by BDDDB August 6, 2020

Councilor JoAnne Vigil Coppler, BDDDB Chair



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



**BUCKMAN DIRECT DIVERSION BOARD
SERVICES AGREEMENT
WITH
TLC COMPANY, INC.**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and TLC Company 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 services for the BDDDB described as follows:

- A. Replace chiller, as detailed in Exhibit A, attached hereto.
- B. Completely remove old equipment and dispose of glycol tanks, pumps and remaining glycol.
- C. Install a new chiller, replace wiring and valves, install operating program.
- D. Provide permits and licenses and bond.

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 a prospective sum of One Hundred Ninety-nine Thousand Four Hundred and Fifty-Five Dollars and 95/100 (\$199,455.95) inclusive of 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.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. **Specific Provisions Required.**

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

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

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

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

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

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

15. THIRD-PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

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

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDDB and City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDDB or 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: Rick Carpenter, Facilities Manager
Buckman Direct Diversion
341 Caja Del Rio Road
Santa Fe, NM 87506
Email: rrcarpenter@santafenm.gov

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

CONTRACTOR: TLC Company, Inc.
5000 Edith Blvd. NE
Albuquerque, NM 87107
Attn: Herschel McGuire
Email: hmcguire@tlcplimbing.com
505-362-3635

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: _____
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:
TLC Plumbing and Utility

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue

CRS # _____

City of Santa Fe Business

Registration # _____

EXHIBIT A

Scope of Services:

Electrical Scope:

- Disconnect and remove electrical connections from existing chiller.
- Remove underground conduit.
- Remove on wall conduit.
- Disconnect and remove (1) 75 AMP breaker from chiller panel.
- Supply and install (1) 100 AMP breaker into existing chiller panel.
- Run wire and conduit from electrical room through hallways above drop ceiling to chiller location.
- Stub new wire and conduit outside of wall and run under ground and back into chiller.
- Supply and install (1) dedicated 20 AMP circuit with existing 20 AMP breakers to heat trace on exterior chiller piping.
- Building stub out patch will be covered by TLC remodel division.

Insulation Scope:

- Farwest insulation to run 2" fiberglass insulation on existing 2.5" exterior piping. (Chiller inlet and outlet piping.)
- Farwest insulation to run aluminum jacket on exterior 2" fiberglass insulation.

Details:

- This proposal includes wage rate and performance bond.
- This equipment does not qualify for Buy American Act.
- This proposal does not include controls portion of the system. That will be quoted separately.
- This proposal includes factory chiller start up and customer operation training.
- Chiller is certified to UL 1995 and CSA C22.2 no. 236 by QPS Entella Testing Services.
- Evaporators UL Listed and certified to UL 207 7th edition and C22.2 no. 140.3-M1987 for high pressure R410A refrigerant designed pressure of 653 PSI.
- Chiller Lead Time: 5 Weeks.

Chiller Specs:

- Make: Tandem Chiller
- Model: VX030DZV
- Nominal Tons: 30
- Refrigerant Type: R410A

General Information:

- Dual independent compressor. (Two refrigeration circuits per module.)
- Hot gas bypass on each circuit for 4 stages of control.
- Two low-noise sickle-blade fans.
- Fan speed control by EC motors for head pressure control, low ambient to 20 deg. (low sound on all conditions.)
- Internal Y-strainer.
- 2 Year parts warranty.
- On-board LCD screen with keypad for set point adjustment, readout and on/off.
- Ambient air temperature sensor for automatic shut off OA set point.
- 27.4 Tons capacity at AHRI conditions (44F LWT and 95F ambient with water.)

Compressor:

- Two (2) 15 HP 410A Scroll compressors rubber mounted with oil sight glass.
- Two (2) steps of capacity control by compressor cycling 100% to 50% off.
- Internal motor protection and windings.
- Line voltage volt crankcase heater off when the compressor is operation.
- Compressors contained and standard acoustically-lined enclosure.

Evaporator:

- Two (2) 20 ton dual circuit (15 ton/circuit) 316L stainless steel brazed plate.
- Insulated outside 1" armaflex insulation.
- Water flow switch.
- Leaving water freeze thermostat.
- Maximum refrigeration side working pressure 650 PSI at maximum working temperature of 383 F.

Oversized Condenser:

- Two (2) 15 Ton Copper-Tube/Aluminum fin condenser coils.
- Two (2) propeller fans for each driven by a 2HP 1150 RPM weatherproof EC motor. □ Fan speed control for low ambient operation and energy and noise reduction.

Complete Refrigeration System:

- Thermal expansion valve.
- Sight glass moisture indicator.
- Liquid line solenoid.
- Replaceable core filter dryer.
- Service valves.
- Hot gas bypass on each circuit for better temperature control.

Electrical Components:

- NEMA 4 weatherproof control panel.
- Phase loss, phase reversal, phase unbalance, under and over voltage monitor.
- Power distribution block.
- Compressor and fan three phase fuses.

- Compressor and fan contactors.
- Crankcase heater fuses.
- 24 VAC control transformer with primary and secondary fuses.
- On/Off switch and chiller controller.

Chiller Control:

- Mounted inside of control panel.
- Has a built in four (4) line liquid crystal display on the chiller controller.
- Protects compressor from fault conditions.
- Prevents short cycling of compressor.
- Automatically takes control of chiller if the master controller should fail.

Compressor Components:

- Low refrigerant pressure display and freeze fault.
- High refrigerant pressure display and fault.
- Second manual high pressure cut out and comp. circuit.
- Compressor internal discharge high temperature fault and motor internal thermal overload protection.

Chiller Controller Sensor Inputs:

- Entering chilled water.
- Leaving chilled water and low temperature safety.
- Chilled water flow switch.

Chiller Controller Sensor Outputs:

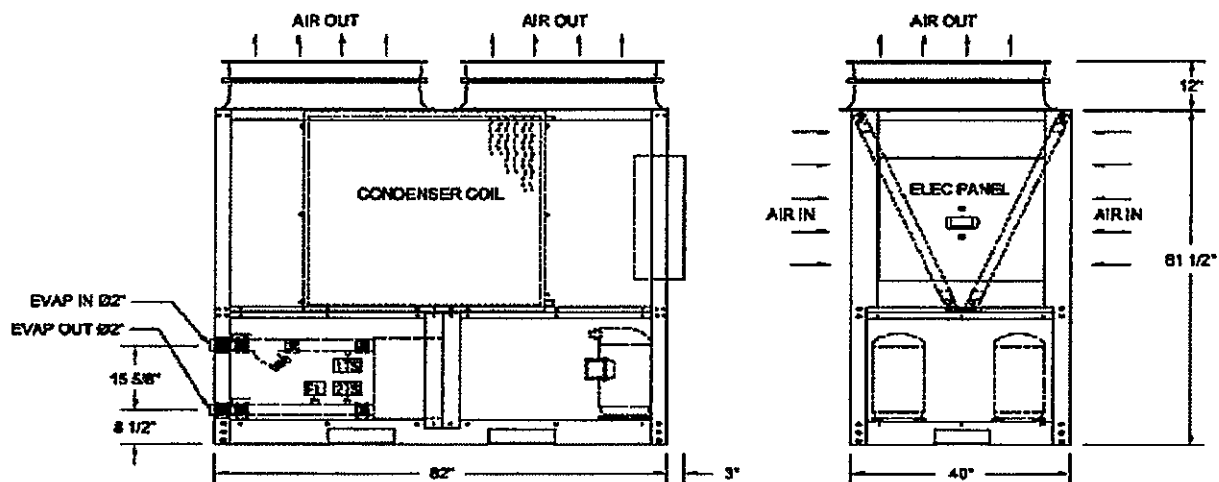
- Outputs start compressors.
- Outputs for hot gas bypass.
- Output for alarm.

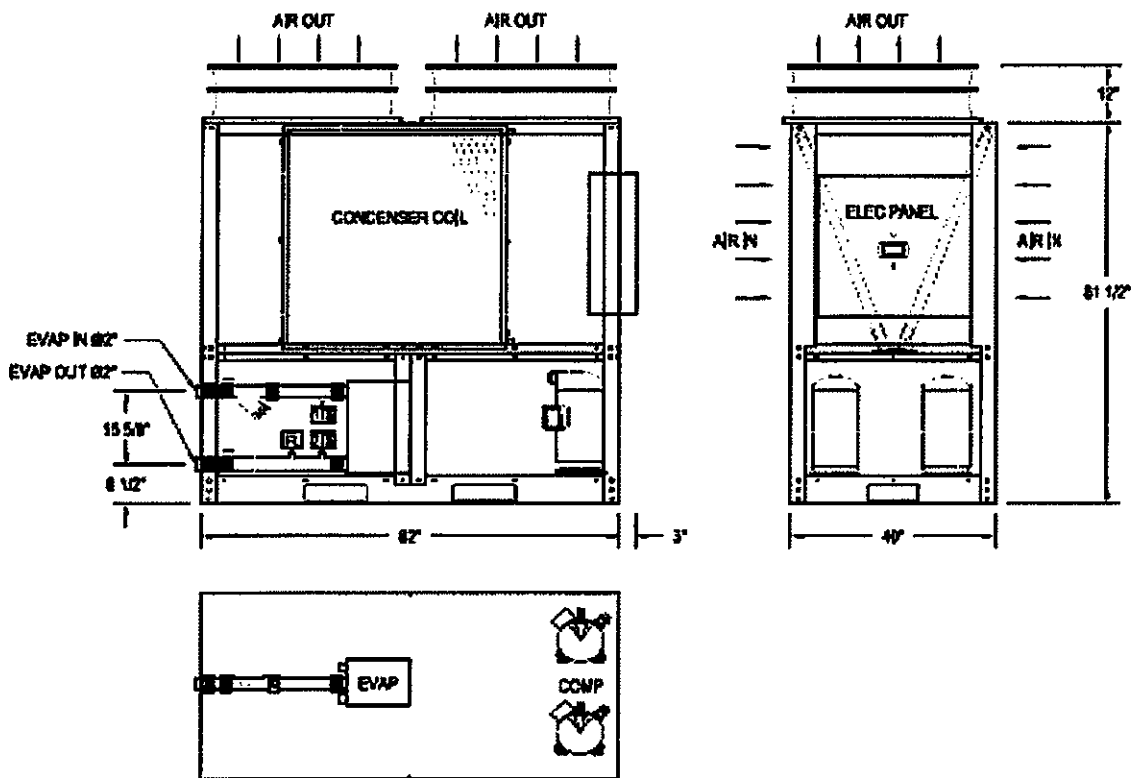
Frame:

- Stainless steel bolted frame, powder coated galvanized panels with epoxy coated coil guards.

Parts Warranty:

- Chillers: 2 Years complete for parts. (Less Freight and Labor after 1 Year.)





NOTES

1. **CASING:** HEAVY DUTY FRAME AND PANELS FROM SATIN COATED SHEET METAL WITH A BAKED ON POWDER PAINT.
2. **CONDENSER COIL:** HIGH PERFORMANCE BRAZED ALUMINUM CONDENSER COIL. VERTICAL MICRO-CHANNEL TUBES.
3. **FAN:** INSTALLED ON 2 HP 1140 RPM MOTOR WITH INTERNAL OVERLOAD PROTECTION, 30" DIA, FANS BLADES WITH A STEEL SPUN VENTURI TO PROVIDE MAXIMUM FAN EFFICIENCY AND MINIMUM NOISE.
4. **COMPRESSOR:** SUCTION GAS COOLED DUAL SCROLL COMPRESSORS WITH OIL SIGHT GLASS, INTERNAL MOTOR PROTECTION AND EXTERNAL 'BAND TYPE' CRANKCASE HEATER.
5. **EVAPORATOR:** DESIGN WATER FLOW 24 GPM/TON.
6. **WATER PIPING:** SCH. 40 STEEL PIPING WITH ISOLATION VALVES.
7. **REFRIGERATION PIPING:** ACR TYPE L SEAMLESS COPPER TUBING.
8. **CONTROLS:** COMPRESSOR CONTACTORS, FANS WITH PRESSURE CYCLING, CONTROL TRANSFORMER 240/90, HIGH AND LOW PRESSURE SENSORS, MANUAL RESET HIGH PRESSURE SAFETY SWITCH, EVAPORATOR WATER FLOW SWITCH, ENTERING AND LEAVING WATER TEMPERATURE SENSORS, NEMA 4 CONTROL PANEL, COMPRESSOR, FAN AND TRANSFORMER FUSES.

CHILLER WEIGHT (SHIP)	CHILLED WATER CONNECTIONS	VOLT	COMPRESSOR (C)				CONDENSER FAN				MCA	MOP	RFS
			QTY	HP	RLA	LRA	QTY	HP	RPM	FLA			
1,800 LBS	82"	575	2	15	23.6	132	2	3	1140	3.2	68	80	70
		480			28.7	173				3.8	72	100	80
		230			36.8	340				7.8	144	200	175
		208			36.8	340				7.8	144	200	175

RLA: RATED LOAD AMPS
 LRA: LOCKED ROTOR AMPS
 MCA: MIN. CIRCUIT AMPCITY
 MOP: MAX. OVERLOAD PROTECTION
 RFE: RECOMMENDED FUSE SIZE

TANDEM CHILLERS



TANDEM CHILLERS

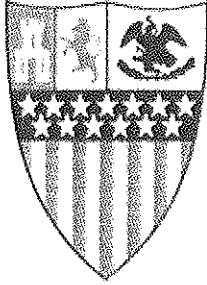
MODEL NO.	VXD30DZV - STAND-ALONE						
TITLE	V-COIL AC CHILLER & 30" FAN R410A						
SCALE	PROVED	DRAWN	DATE	JOB NO.	DRAWING NO.	REV.	
3/8"=1'-0"	R.L.	J.C.	JAN. 31, 14	---	35-026-S	1M	

Exclusions:

- Crane
- Code violations not directly correlated to the newly installed equipment.
- Sheet rock painting or patching.
- Concrete work.
Engineering.

Summary of Costs:

Permit:	Rental:	Consumable:	Labor:	Material:	Electrical:
\$168.75	\$0.00	\$54.00	\$34,902.30	\$68,242.50	\$16,800.00
Waste:	Bond:	Patching:	Insulation:	PRE-TAX	\$184,895.44
\$4,565.00	\$2,219.63	\$52,443.26	\$5,500.00	TAX	\$14,560.52
				TAX INCLUDED	\$199,455.95



**CITY OF SANTA FE
EMERGENCY DETERMINATION FORM**

The emergency procurement method (NMSA 1978, Section 13-1-127) may only be used when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

1. the functioning of government;
2. the preservation or protection of property; or
3. the health or safety of any person.

I. Name of Department: Buckman Direct Diverson

Requestors Name: Mackie Romero, BDD Financial Manager

Telephone Number: 505-412-1188

II. Name of Contractor: TLC Company Inc.

Address of Contractor: 5000 Edith Blvd. NE
Albuquerque, NM 87107

Amount of prospective contract: \$199,455.95 (includes tax)

Term of prospective contract: Through completion of project

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

Contractor is to replace chiller, as detailed in the below Scope of Services:
TLC to completely remove all old equipment and dispose of glycol tanks, pumps and remaining glycol. They will install a new chiller, replace wiring and valves, install operating program. This upgrade includes the heating portion also. Quote includes cleaning all piping within the building. The new system works without having any glycol. All permits and licenses along with a bond is included.

- IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

The failed unit is located in the Operations building of the Buckman Direct Diversion water treatment plant and is the main cooling unit in this location. The lack of adequate cooling in this building threatens our servers and other telecom equipment. If our SCADA server were to overheat the BDD would not be able to operate the water treatment plant. The BDD also has essential staff on site to operate the plant, and the high temperatures in the building pose a greater health risk due to the current pandemic.

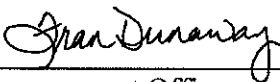
- V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

Upon failure the BDD contacted our on-call HVAC contractor to diagnose and repair, however the unit was unrepairable and needed to be replaced. BDD then contacted two vendors to access the problem and provide solutions. The scope of work received by TLC meet the needs of the BDD. TLC also has a current State Price Agreement and the BDD will begin the contract process concurrently to starting this emergency procurement. The will be ratified by the Buckman Direct Diversion Board at the next meeting.

- VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.

The BDD has an on-call contract with an HVAC contractor to repair and replace units. However the replacement parts for this particular unit are obsolete and the software does not communicate with any other manufactures, making the replacement of this unit more difficult.

Certified and Approved by:


Procurement Officer

Date: 6/24/2020



**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 TLC Company, Inc.

3 Complete information requested ☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$199,455.95

Termination Date: June 30, 2021

☒ Approved by BDDB Date: August 6, 2020

☐ or by Facilities Manager Date: _____

Contract is for: Installation and Replacement of new chiller unit.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by BDDB Date: _____

☐ or by Project Manager Date: _____

Amendment is for: _____

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

☒ Inclusive of GRT

Amount \$ 199,455.95 of original Contract# Pending Termination Date: 6/30/2021

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



Other Emergency Procurement Approved 6/24/2020 (SPA 90-00000-18-00073 Exp 6/19/21)

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

7 **Funding Source:** BDD Major Repair & Replacement Fund **BU/Line Item:** 8000825.570500

Comments or Exceptions: _____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Monique Maes, Contracts Administrator

Phone # 505-955-4508 505-920-3339

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

Contract # _____

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

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

Buckman Direct Diversion Board

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

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion					DATE 8/6/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Equipment & Machinery	8000825	570500		199,456		
Interfund transfer out to 800	8010815	755800		199,456		
REVENUES				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
Interfund transfer in from 801	8000825	655801		(199,456)		
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 199,456	\$ -	

To authorize funds from the BDD Major Repair & Replacement Fund.		<i>{Complete section below if BAR results in a net charge to ANY Fund}</i>	
To cover cost of emergency procurement.			
BDDDB Approved 8/06/2020		Fund(s) Affected	Fund Balance Increase/(Decrease)
		801	(199,456)
		TOTAL:	(199,456)

Mackie Romero	8/6/2020	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By {print name}	Date	CITY COUNCIL APPROVAL City Council <div style="border: 1px solid black; width: 100px; height: 30px; margin: 5px auto;"></div> Approval Date Agenda Item #: <div style="border: 1px solid black; width: 100px; height: 30px; margin: 5px auto;"></div>	Budget Officer
Division Director Signature {optional}	Date		Finance Director {≤ \$5,000}
Department Director Signature	Date		City Manager {≤ \$60,000}