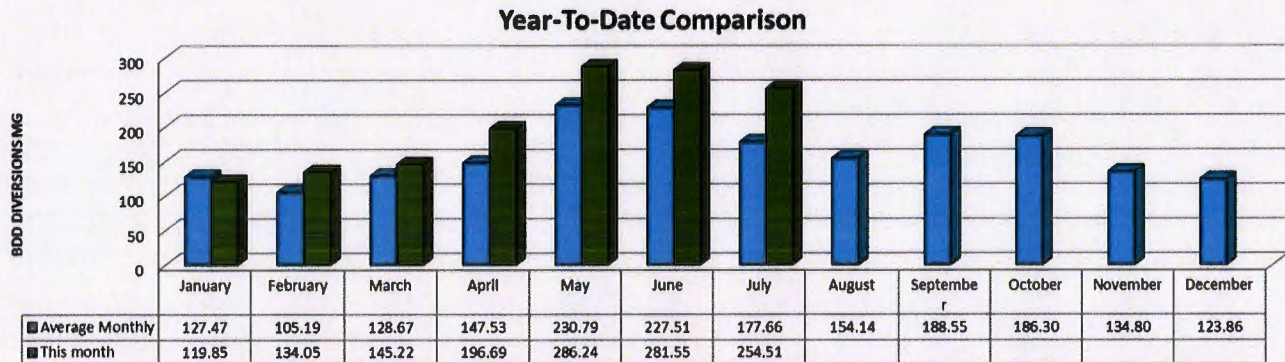




Date: August 5, 2021
To: Buckman Direct Diversion Board
From: Randy Sugrue, BDD Operations Superintendent
Subject: Update on BDD Operations for the Month of July 2021

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of July 2021. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
 - a. Raw water diversions: 8.21 MGD.
 - b. Drinking water deliveries through Booster Station 4A/5A: 7.63 MGD.
 - c. Raw water delivery to Las Campanas at BS2A: 0.46 MGD.
 - d. Onsite treated and non-treated water storage: 0.12 MGD Average.
2. The BDD is providing approximately 65% percent of the water supply to the City and County for the month.
3. The BDD year-to-date diversions are depicted below:



4. Regional Demand/Drought Summary and Storage-see page 2.



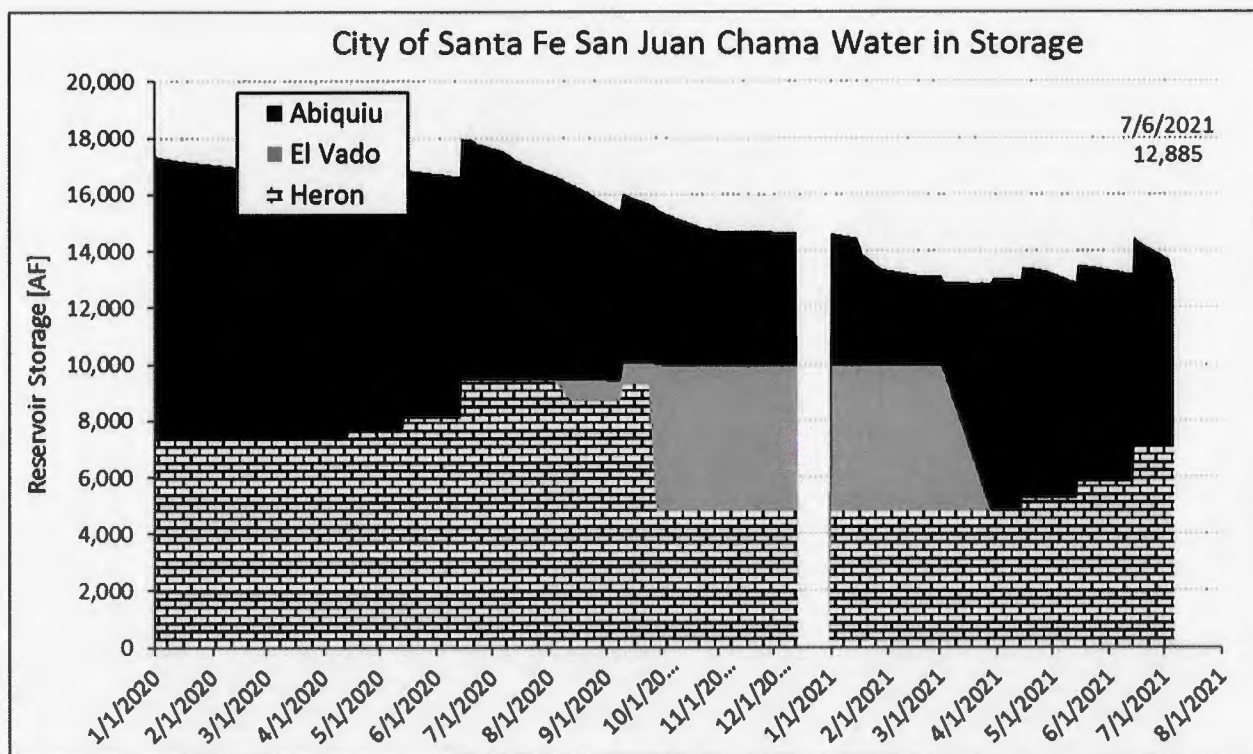
Regional Water Overview

Daily metered regional water demand for the month of July 2021 is approximately 11.9 MGD.

Rio Grande flows for July 2021 averaged approximately 450 CFS (cubic feet per second.)

CRWTP reservoir storage: Nichols: 55.6%/McClure: 13.2% Watershed Inflow: 1.06MGD

City/County/LC Storage- as updated by partners.



ENSO Summary

July 12, 2021

ENSO-neutral conditions are present.*Equatorial sea surface temperatures (SSTs) are near average across most of the Pacific Ocean. ENSO-neutral is favored through the Northern Hemisphere summer and into the fall (51% chance for the August-October season), with La Niña potentially emerging during the September-November season and lasting through the 2021-22 winter (66% chance during November-January).*



Buckman Direct Diversion Monthly SJC and Native Diversions

Jul-21		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	371.899	35.469	0.000	336.429	336.429	0.000	3.456
FEB	414.249	197.198	0.000	217.051	217.051	0.000	2.229
MAR	446.227	446.227	0.000	0.000	0.000	0.000	0.000
APR	605.636	487.703	0.000	117.933	117.933	0.000	1.195
MAY	883.588	498.922	0.000	384.666	384.666	0.000	2.477
JUN	870.963	294.271	0.000	576.692	576.692	0.000	3.555
JUL	781.350	0.000	0.000	781.350	781.350	0.000	7.030
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	4,373.912	1,959.790	0.000	2,414.123	2,414.123	0.000	19.941

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	11.554	0.000	108.306	108.306	0.000	119.860
FEB	64.234	0.000	69.875	69.875	0.000	134.109
MAR	145.351	0.000	0.000	0.000	0.000	145.351
APR	158.861	0.000	37.971	37.971	0.000	196.832
MAY	162.515	0.000	123.871	123.871	0.000	286.387
JUN	95.854	0.000	185.788	185.788	0.000	281.642
JUL	0.000	0.000	254.510	254.510	0.000	254.510
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	638.368	0.000	780.321	780.321	0.000	1,418.689



Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-20	In Acre-Foot						
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	396.508	218.194	0.000	178.314	178.314	0.000	1.679
MAR	357.764	185.598	0.000	172.165	172.165	0.000	1.621
APR	372.408	187.945	0.000	184.463	122.188	62.275	1.737
MAY	641.374	529.897	0.000	111.477	111.477	0.000	0.889
JUN	637.220	509.818	0.000	127.402	1.618	125.784	1.017
JUL	784.520	0.000	0.000	784.520	784.520	0.000	3.663
AUG	886.856	12.503	0.000	874.354	839.919	34.435	4.214
SEP	762.357	0.000	0.000	762.357	682.674	79.683	3.556
OCT	593.109	0.000	0.000	593.109	539.638	53.472	5.845
NOV	390.743	353.481	0.000	37.261	37.261	0.000	0.345
DEC	392.394	355.317	0.000	37.077	37.077	0.000	0.377
TOTAL	6,654.050	2,487.186	0.000	4,166.864	3,805.100	361.764	27.701

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	71.073	0.000	57.454	57.454	0.000	128.527
MAR	60.456	0.000	55.473	55.473	0.000	115.928
APR	61.220	0.000	59.435	39.440	20.101	120.655
MAY	172.605	0.000	35.812	35.812	0.000	208.417
JUN	166.065	0.000	40.927	0.520	40.407	206.992
JUL	0.000	0.000	252.754	252.754	0.000	252.754
AUG	4.073	0.000	281.681	271.072	11.113	285.754
SEP	0.000	0.000	245.686	219.960	25.726	245.686
OCT	0.000	0.000	191.019	174.109	17.252	191.019
NOV	115.140	0.000	12.008	12.008	0.000	127.148
DEC	115.738	0.000	11.937	11.937	0.000	127.676
TOTAL	810.158	0.000	1,342.289	1,226.843	116.574	2,152.447



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

Memorandum



Buckman Direct Diversion

Date: July 27, 2021
To: Buckman Direct Diversion Board
Via: Rick Carpenter, BDD Facilities Manager /s/
From: Antoinette Armijo-Rougemont, BDD Accounting Supervisor *Antoinette Armijo-Rougemont*
Re: Request for Approval to Replace Pump #4 at RWLS

ITEM AND ISSUE:

Request for approval to authorize funds from the Major Repair and Replacement Fund to replace pump #4 at the Raw Water Lift Station.

BACKGROUND AND SUMMARY:

The Major Repair and Replacement Fund allows level annual funding and ensures funding is available to repair and/or replace capital equipment when the capital equipment has reached the end of its effective useful life. Pump #4 at RWLS had previously been rebuilt, but due to the high vibration, cannot be used at this location. The cost to repair this pump is \$253,833.30. The pump is usable, but not in the #4 position. The company that manufactured the existing pumps has dismantled the company and now the pumps are obsolete. The total cost associated with the replacement of this pump through the NM State Price Agreement is \$253,833.30, to include \$40,273 for electrical and engineering services. In due time, the remaining four pumps at this station will also require replacement.

ACTION REQUESTED:

Staff recommends approval of the replacement of pump #4 located at the RWLS, in accordance with the BDD Major Repair and Replacement Fund Policy.

Approved by BDDDB August 5, 2021



Log # (Finance use <i>only</i>):	
Journal # (Finance use <i>only</i>):	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion					DATE 7/23/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>	
System Equipment	8000825	570550		253,834		
Interfund transfer out to 800	801815	755800		253,834		
<u>REVENUES</u>				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>	
Interfund transfer in from 801	8000825	655801		(253,834)		
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 253,834	\$ -	

To use approved MRRF funding for the purchase of a new pump to replace #4 at the RWLS		<i>(Complete section below if BAR results in a net change to ANY Fund)</i>	
		Fund(s) Affected	Fund Balance Increase/(Decrease)
		801	(253,834)
BDDDB Approved 8/5/2021		TOTAL:	(253,834)

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

**BUCKMAN DIRECT DIVERSION BOARD
PROFESSIONAL SERVICES AGREEMENT
WITH ALPHA SOUTHWEST**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and Alpha Southwest ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the Board.

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDDB as more particularly described in Exhibit 1 attached hereto and generally as:

- A. Installation of new KSB pump
- B. Drawings, scheduling coordination reports and calculations, worksite preparation field labor, shop labor, and travel related to installation of the pump.

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 Two Hundred Fifty-Three Thousand Eight Hundred Thirty-Three and .30/100 Dollars (\$253,833.30) 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 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, 2022.

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, 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 BDDb that reflects coverage for any automobile [any auto].

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

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

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

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDb, City of Santa Fe, Santa Fe County, Las Campanas Water

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

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

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

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

G. Specific Provisions Required.

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

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

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

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

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

the BDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

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

13. INDEMNIFICATION

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

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

14. NEW MEXICO TORT CLAIMS ACT

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

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

15. THIRD-PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

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

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 as follows:

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

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

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

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. 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.

Item# _____
Munis Contract# _____

BUCKMAN DIRECT DIVERSION BOARD

Commissioner Anna C. Hansen, BDD Chair

Date: _____

ATTEST

Katharine E. Clark, County Clerk

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

City Finance Director

ATTEST

Kristine Bustos-Mihelcic, City Clerk

File Date: _____

CONTRACTOR:

Alpha Southwest Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue

CRS # _____

City of Santa Fe Business

Registration # _____



205 Rossmoor Rd SW
Albuquerque, NM 87105
Ph 505-877-0287
Fax 505-877-0459

Estimate

Job Estimate / Set-Up Sheet	
City of Santa Fe	
BDD- Raw Water KSB Replacement Pumps - for the Morris Pumps	
WO#	Pending
PO#	

Pricing per NM General Services Dept
Statewide Price Agreement
#90-000-19-00051

Job No.	Pending
---------	---------

David's Job Estimate

Date:	22 July 2021
By:	DMY

Description of work or products provided:	TS #	QTY	Price ea.	Total
Item 1: TS-1 Drawings, Scheduling, Coordination, Reports, & Calculations	TS-1	60	\$ 85.00	\$ 5,100.00
Item 2: TS-2b Work Site Preparation	TS-2b	120	\$ 85.00	\$ 10,200.00
Item 3: TS-7 Field Labor Pump, Motor, and Pipe Fitting Installation	TS-7	180	\$ 85.00	\$ 15,300.00
Item 4: TS-8 Shop Labor : Steel Base Rails, Suction & Discharge Custom Spool Pieces Etc.	TS-8	140	\$ 85.00	\$ 11,900.00
Item 5: TS-17a Milage to and from site	TS-17a	1900	\$ 3.50	\$ 6,650.00
Item 6: TS-11 Misc. Materials: Steel Plate & Channel, Steel Pipe, Flanges, Bolts & Gaskets Etc.	TS-11	1	\$ 6,800.00	\$ 6,800.00
Item 7: TS-9 Alpha Owned Equipment: Boom Truck Pull and Set Pump	TS-9	60	\$ 85.00	\$ 5,100.00
**Item 8: TS-15 Subcontract: Modify the existing Concrete Pedestal Pump Base	TS-15	1	\$ 20,000.00	\$ 20,000.00
** Item 9: TS-15: Subcontracting Concrete Saw Cutting work	TS-15	1	\$ 5,000.00	\$ 5,000.00
** Item 10 TS-15: Subcontracting Electrical & Structrual Engineering	TS-15	1	\$40,273.00	\$ 40,273.00
** Item 11 TS-15: Subcontracting Power Readings	TS-15	1	\$4,370.00	\$ 4,370.00
Sub Total of Shop and Field Work and Services				\$ 86,050.00
Item 10: TS-11 New KSB Pump Including Freight - Lead Time 28 - 32-weeks ARO KRT K 250-632/3206UNG1-D - 3,800 GPM @ 200 Ft. TDH - 400 HP Dry Pit Sub. Motor CI suction elbow, Pump Case, Discharge Cover, All ID's coated with 100% Liquid Ceramic Impeller - Duplex Stainless Steel A276 Type 420 Including Estimated Freight from Richmond VA (Ocean Freight Included)				
	1 Ea.	1	\$167,783.30	\$167,783.30

**Place Holder for new Concrete Base -

Total Estimate: \$ 253,833.30

Submitted By: _____



Date: July 27, 2021
To: Buckman Direct Diversion Board
Via: Rick Carpenter, BDD Facilities Manager /s/
From: Antoinette Armijo-Rougemont, BDD Accounting Supervisor *Antoinette Armijo-Rougemont*
Re: Request to Reauthorize Funding for the MRRF

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 for the purpose of funding multiple projects. As of July 1, 2021 the following projects were still on-going and are expected to be completed within the current fiscal year.

On-going project balance:

- \$118,573.46 - Alpha Southwest, Inc. - BDD Raw Water Pump Project at Booster Stations 1A and 2A
- \$71,010.68 - Alpha Southwest, Inc. – RWLS Pump Rebuild Project (Pump 4 & 5)
- \$64,107.04 - TLC - HVAC Project

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 \$253,691.18 from the Major Repair and Replacement 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 \$253,691.18 from the Major Repair and Replacement Fund.



Log # (Finance use <u>only</u>):	
Journal # (Finance use <u>only</u>):	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion				DATE 7/23/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				(enter as <u>positive</u> #)	(enter as <u>negative</u> #)
Equipment & Machinery	8000825	570500		64,107	
System Equipment	8000825	570550		189,584	
Interfund transfer out to 800	801815	755800		253,691	
<u>REVENUES</u>				(enter as <u>negative</u> #)	(enter as <u>positive</u> #)
Interfund transfer in from 801	8000825	655801		(253,691)	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 253,691	\$ -

to re-budget funds from the BDD Major Repair & Replacement Fund (MRRF) for on-going projects to FY22	(Complete section below if BAR results in a net change to ANY Fund)										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 60%;">Fund(s) Affected</th> <th style="width: 40%;">Fund Balance Increase/(Decrease)</th> </tr> <tr> <td style="text-align: center;">801</td> <td style="text-align: right;">(253,691)</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">(253,691)</td> </tr> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)	801	(253,691)					TOTAL:	(253,691)
Fund(s) Affected	Fund Balance Increase/(Decrease)										
801	(253,691)										
TOTAL:	(253,691)										

(Use this form for Finance Committee/ City Council agenda items ONLY)	
Prepared By (print name)	Date
CITY COUNCIL APPROVAL	
Division Director Signature (optional)	<div style="display: flex; justify-content: space-between;"> <div>City Council Approval Date</div> <div style="border: 1px solid black; width: 150px; height: 20px;"></div> </div>
Department Director Signature	<div style="display: flex; justify-content: space-between;"> <div>Agenda Item #:</div> <div style="border: 1px solid black; width: 150px; height: 20px;"></div> </div>
<div style="display: flex; justify-content: space-between;"> <div>Budget Officer</div> <div>Date</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Finance Director (< \$5,000)</div> <div>Date</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>City Manager (< \$50,000)</div> <div>Date</div> </div>	

Memorandum



Buckman Direct Diversion

Date: July 27, 2021

To: Buckman Direct Diversion Board

Via: Rick Carpenter, BDD Facilities Manager /s/

From: Antoinette Armijo-Rougemont, BDD Accounting Supervisor *Antoinette Armijo-Rougemont*

Re: Carry Forward Funding

ITEM AND ISSUE:

Request for approval to carry forward \$310,000 of unexpected funds from the FY2021 Operating Budget to the FY2022 Operating Budget to be utilized by the BDDB.

BACKGROUND AND SUMMARY:

The FY2020 annual operating budget adopted by the Buckman Direct Diversion Board included funding for two major projects. The first project is the BDD Security System Access Control upgrade project, which is estimated to cost about \$250,000. The second project is the BDD Database Migration project, which is estimated to cost about \$60,000. However, due to the lack of staffing resources and the current pandemic, the BDD was unable to issue the RFP until late FY21 and we are expecting that the vendors be selected by September 2021.

ACTION REQUESTED:

Staff recommends approval to carry forward funding of \$310,000 to be utilized in the FY2022 Operating Budget year.

Approved by BDDB August 5, 2021

X

Commissioner Anna Hansen, BDDB Chair



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 7/23/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Service Contracts	8000801	510310		510310		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 310,000	\$	

To budget funds authorized by the BDDDB in FY20, but were not utilized due to lack of staffing and the current pandemic.

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

Antoinette Armijo-Rougemont	8/5/2021	{Use this form for Finance Committee/ City Council agenda items ONLY}	
Prepared By {print name}	Date	CITY COUNCIL APPROVAL	Budget Officer
Division Director Signature {optional}	Date	City Council Approval Date	Finance Director {≤ \$5,000}
Department Director Signature	Date	Agenda Item #:	City Manager {≤ \$60,000}

Memorandum



Buckman Direct Diversion

Date: July 27, 2021

To: Buckman Direct Diversion Board

Via: Rick Carpenter, BDD Facilities Manager /s/

From: Antoinette Armijo-Rougemont, BDD Accounting Supervisor *Antoinette Armijo-Rougemont*

Re: Request for Approval to Replace Maintenance Vehicle

ITEM AND ISSUE:

Request for approval to authorize funds from the Major Repair and Replacement Fund to replace a maintenance vehicle with the BDD Replacement Policy.

BACKGROUND AND SUMMARY:

The Major Repair and Replacement Fund allows level annual funding and ensures funding is available to repair and/or replace capital equipment when the capital equipment has reached the end of its effective useful life. The Buckman Direct Diversion acquired its current fleet primarily through the construction phase of the facilities prior to operations. Due to the nature of rugged working conditions, the BDD vehicle fleets are subject to daily wear and tear that has resulted in the deterioration of the vehicles prior to their intended useful life.

The BDD formulated a Vehicle Replacement Policy and funding schedule as part of the Major Repair and Replacement Fund Policy to manage funding and replacement cycles of the vehicle fleet.

Maintenance fleet truck #55178 requires replacement at this time. The unit does not start or drive. Brian received a quote of over \$19,000 to repair the vehicle. This vehicle was used to haul heavy equipment when needed and was equipped with a 4,000 lb crane that was required for various tasks. The truck quoted off of the NM State Price Agreement #00-20-88 (2022 revised pricing) is a 2022 Chevrolet Silverado 3500 4x4 extended cab, in the amount of \$75,402.00. The quote is attached for your information, as well as the Request to Replace Vehicle form.

This request also includes approval of a Budget Amendment Resolution to authorize funds from the Major Repair and Replacement Fund, to cover the cost of this purchase.

ACTION REQUESTED:



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



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

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion					DATE 7/23/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Vehicles < 1.5 tons	8000825	570970		75,402		
Interfund transfer out to 800	801815	755800		75,402		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
Interfund transfer in from 801	8000825	655801		(75,402)		
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 75,402	\$ -	

To authorize funds from the Major Repair & Replacement Fund to fund the replacement of a maintenance fleet work truck.		{Complete section below if BAR results in a net change to ANY Fund}	
		Fund(s) Affected	Fund Balance Increase/(Decrease)
		801	(75,402)
BDDB Approved 8/5/2021		TOTAL:	(75,402)

		(Use this form for Finance Committee/ City Council agenda items ONLY)			
Prepared By {print name}	Date	CITY COUNCIL APPROVAL		Budget Officer	Date
Division Director Signature {optional}	Date	City Council Approval Date	[Signature Box]	Finance Director {≤ \$5,000}	Date
Department Director Signature	Date	Agenda Item #:	[Signature Box]	City Manager {≤ \$60,000}	Date

Vehicle Replacement Request Form



Buckman Direct Diversion

Date: 7-27-2021

Ordered By

Name: Jason Valencia
 Title: BDD Maintenance Superintendent
 Dept. Maintenance
 Phone: 505-955-4517

341 Caja del Rio Rd.
 Santa Fe, NM 87506
 Phone: 505-955-4506
 www.bddproject.org

Vehicle to be Replaced

Make/Model: Ford F-350 Superduty
 Year: 2011
 Mileage: 49,737
 Condition: Out of service
 Not useable

Item#	Source/Description	Quantity	Unit Price	Amount
	Base price			\$29,537.00
	Estimated 2022 Price Increase			1,475.00
OPT E	Back up camera relocate			165.00
OPT S	6.6 Liter Diesel Engine			10,165.00
OPT AQ	Power Trailer Tow Mirrors			610.00
OPT BA	Remote Keyless Entry			360.00
OPT BV	Factory Trailer Brake Controller			250.00
OPT BX	Trailer Tow Package			565.00
OPT CG	Dual Rear Wheels			1,200.00
	Utility Body with 4,000LB Crane (Item #26 From NMSPA 00-20-88) (2022 Revised Pricing)			30,679.00
	3 Point T Handles			396.00
Sub-total				
Grand Total				\$75,402.00

Justification: Vehicle needed for maintenance PM'S and emergency breakdowns.
 This is a replacement for a vehicle that is no longer useable and is No longer in Service.

Facility Manager/BDDDB Approval

Order Completed: 3