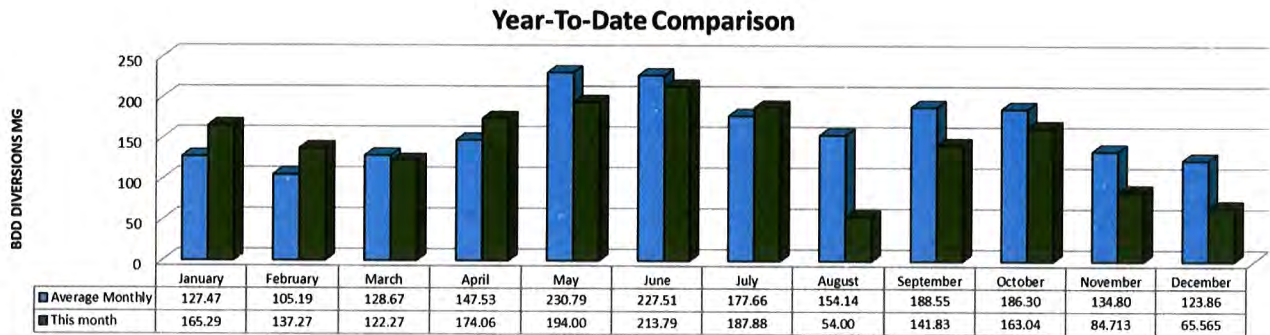




Date: January 5, 2023
To: Buckman Direct Diversion Board
From: Randy Sugrue, BDD Operations Superintendent
Subject: Update on BDD Operations for the Month of December 2022

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of December 2022. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD), as follows:
 - a. Raw water diversions: 2.12 MGD.
 - b. Drinking water deliveries through Booster Station 4A/5A: 1.96 MGD.
 - c. Raw water delivery to Las Campanas at BS2A: 0.00 MG
 - d. Onsite treated and non-treated water storage: 0.16 MGD Average.
2. The BDD is providing approximately 31% 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

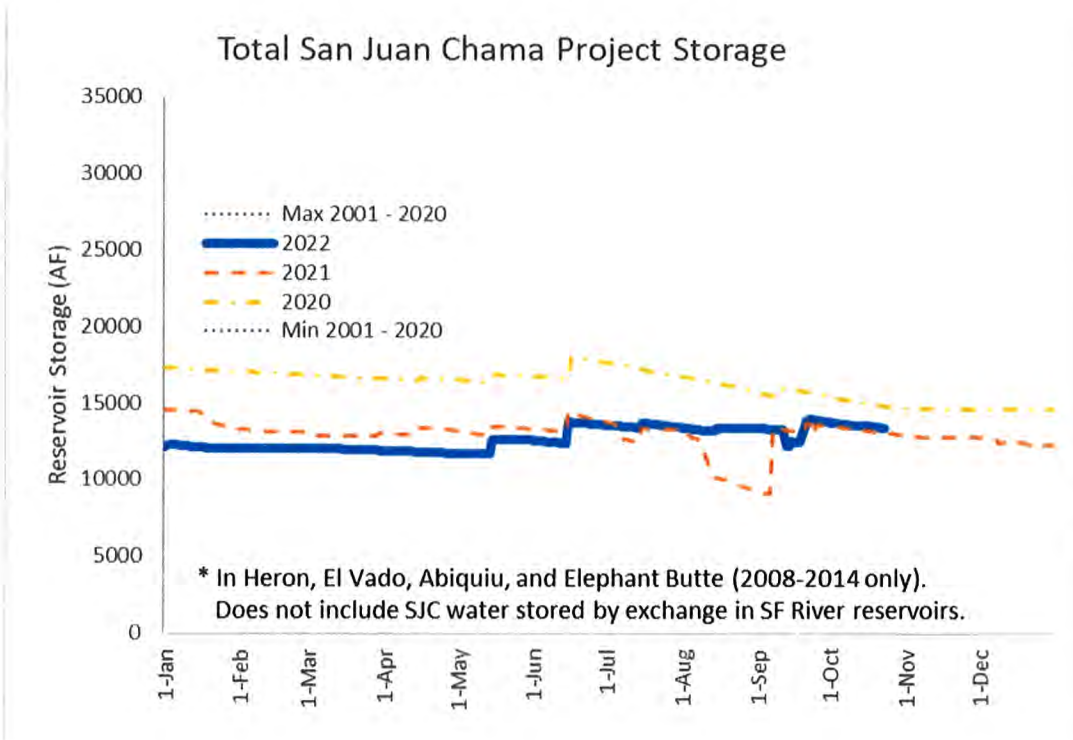
Daily metered regional water demand for the month of December 2022 is approximately 6.2 MGD.

Rio Grande flows for December 2022 averaged approximately 1000 CFS (cubic feet per second.)

CRWTP reservoir storage: Nichols: 73.41%/McClure: 39.8% (45.5% combined) Watershed Inflow: 2.2 MGD

City/County/LC Storage- as updated by partners. As of Dec. 1, 2022 City of SF Abiquiu/Heron SJC storage is at about 12,950AF.

As of Dec. 1, 2022 the City of Santa Fe has been allocated 3371AF of 5230AF and SF County 243AF of 375AF of SJCP water.



ENSO Summary

Dec 12, 2022

La Niña is present.

Equatorial sea surface temperatures (SSTs) are below average across most of the Pacific Ocean.

The tropical Pacific atmosphere is consistent with La Niña.

La Niña is expected to continue into the winter, with equal chances of La Niña and ENSO-neutral during January-March 2023. In February-April 2023, there is a 71% chance of ENSO-neutral.



Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-22								
In Acre-Feet								
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-04842-A RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	SP-2847-E SJC Undiverted CITY	All Partners Conveyance Losses
JAN	511.288	154.905	0.000	356.382	356.382	0.000	0.000	3.203
FEB	421.814	421.814	0.000	0.000	0.000	0.000	0.000	0.000
MAR	376.496	302.219	0.000	74.277	74.277	0.000	0.000	0.758
APR	573.492	408.237	35.270	129.985	129.985	0.000	0.000	1.327
MAY	665.951	596.137	69.814	0.000	0.000	0.000	0.000	0.000
JUN	745.705	300.636	84.874	360.194	360.194	0.000	0.000	2.397
JUL	620.886	122.961	38.736	459.189	459.189	0.000	0.000	2.232
AUG	204.766	0.000	38.736	221.847	221.847	0.000	55.818	1.067
SEP	475.917	30.356	35.973	409.588	383.240	26.348	0.000	1.982
OCT	505.999	25.135	0.000	480.864	456.039	24.825	0.000	4.780
NOV	263.142	0.000	0.000	270.146	259.271	10.875	7.004	2.699
DEC	201.285	0.000	0.000	201.285	201.285	0.000	0.000	1.089
TOTAL	5,566.739	2,362.400	303.403	2,963.757	2,901.710	62.047	62.821	21.535

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	SJC Undiverted CITY	All Partners Diversions
JAN	50.458	0.000	114.878	114.878	0.000	0.000	165.336
FEB	137.399	0.000	0.000	0.000	0.000	0.000	137.399
MAR	98.443	0.000	23.913	23.913	0.000	0.000	122.356
APR	132.976	11.488	41.848	41.848	0.000	0.000	186.313
MAY	194.181	22.741	0.000	0.000	0.000	0.000	216.922
JUN	97.927	27.646	115.951	115.951	0.000	0.000	241.525
JUL	40.052	12.618	147.861	147.861	0.000	0.000	200.531
AUG	0.000	12.618	71.472	71.472	0.000	18.182	84.089
SEP	9.888	11.718	131.951	123.448	8.503	0.000	153.557
OCT	8.187	0.000	154.855	147.123	8.009	0.000	163.042
NOV	0.000	0.000	86.992	83.484	3.508	2.281	86.992
DEC	0.000	0.000	65.565	65.565	0.000	0.000	65.565
TOTAL	769.511	98.828	955.288	935.545	20.020	20.463	1,823.627



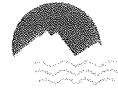
Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-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	378.548	42.119	0.000	336.429	336.429	0.000	3.456
FEB	408.601	191.550	0.000	217.051	217.051	0.000	2.229
MAR	442.832	442.832	0.000	0.000	0.000	0.000	0.000
APR	624.282	506.349	0.000	117.933	117.933	0.000	1.195
MAY	868.184	483.518	0.000	384.666	384.666	0.000	2.477
JUN	879.493	302.801	0.000	576.692	576.692	0.000	3.555
JUL	562.156	-17.518	0.000	579.674	579.674	0.000	2.767
AUG	758.665	-0.154	0.000	758.819	758.819	0.000	3.757
SEP	542.059	-49.305	0.000	591.364	591.364	0.000	2.930
OCT	553.705	-22.895	0.000	576.600	576.600	0.000	5.614
NOV	423.977	368.177	0.000	55.800	55.800	0.000	0.543
DEC	423.345	-0.732	0.000	424.077	424.077	0.000	2.367
TOTAL	6,865.847	2,246.741	0.000	4,619.106	4,619.106	0.000	30.890

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	13.720	0.000	108.306	108.306	0.000	122.026
FEB	62.394	0.000	69.875	69.875	0.000	132.269
MAR	144.245	0.000	0.000	0.000	0.000	144.245
APR	164.934	0.000	37.971	37.971	0.000	202.906
MAY	157.498	0.000	123.871	123.871	0.000	281.369
JUN	98.632	0.000	185.788	185.788	0.000	284.420
JUL	-5.706	0.000	186.765	186.765	0.000	181.059
AUG	-0.050	0.000	244.396	244.396	0.000	244.346
SEP	-16.060	0.000	190.470	190.470	0.000	174.409
OCT	-7.458	0.000	185.724	185.724	0.000	178.266
NOV	119.927	0.000	17.973	17.973	0.000	137.901
DEC	-0.238	0.000	138.136	138.136	0.000	137.898
TOTAL	731.837	0.000	1,489.275	1,489.275	0.000	2,221.113

Memorandum



Buckman Direct Diversion

Date: December 19, 2022
To: Buckman Direct Diversion Board
From: Monique Maes, Contracts Administrator
Via: Rick Carpenter, Facilities Manager
Antoinette Armijo-Rougemont, Accounting Supervisor
Re: Condor Security Services

Item and Issue

Changes to contract with Condor Security Services to include weekends

Background

On October 6th the BDDB approved contract #22-0522 with Condor Security Services through a Statewide Price Agreement #20-0000-22-00049. This Amendment 1, will detail minor clarification of the dates to include weekends and outline specific holiday's for the rate increase. This change was not communicated in time to effectively establish the language in the original contract. No amount increases or other changes are seen at this time.

Recommendation:

Staff Recommends approval of amendment 1 to contract #22-0522 with Condor Security Services.

Approve by BDDB January 5th 2023

Carol Romero-Wirth, BDDB Chair



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



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT NO. 1 TO
SERVICES AGREEMENT
WITH CONDOR SECURITY SERVICES, INC.
#19-0302**

THIS AMENDMENT NO. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated October 13, 2022, ("Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Condor Security Services, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide security services for the Buckman Direct Diversion ("BDD") Facility.

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

1. SCOPE OF SERVICES.

BDDDB Facilities: Article 1, paragraph 1 of the Agreement is amended in its entirety to read as follows:

Contractor shall provide One (1) Level III uniformed security officer, as defined pursuant to 16.48.2.19 D. NMAC, in a clearly marked patrol unit (unit defined as a high clearance four wheel drive vehicle; minimum height requirement of 8'') to patrol the Buckman Regional Water Treatment facilities including: the Buckman Direct Diversion structure, the raw water lift station, booster station (1A) /sediment removal facility, booster station (2A) including solar facility and the infrastructure between the Buckman Regional Water Treatment Plant and the BDD Water Treatment Plant. Contractor is permitted to provide the services in split shifts. Services shall be provided 24 hours a day, 365 days a year, except for non-City of Santa Fe holidays and Mondays-Sundays during the hours of 8AM and 5PM.

2. AGREEMENT IN FULL FORCE.

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Carol Romero-Wirth, BDDB Chair

Date: _____

**CONTRACTOR:
Condor Security Services**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDB Counsel

New Mexico Tax & Revenue

CRS# 03583676008

City of Santa Fe Business

Registration # 232935

APPROVED

Emily K. Oster, City Finance Director

ATTEST

Kristine Bustos-Mihelcic, City Clerk

File Date: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Condor Security of America

Procurement Title: Security Services

Procurement Method: State Price Agreement Cooperative Sole Source Other RFP _____

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Buckman Direct Diversion Staff Name Monique Maes

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to BDDDB Buckman Direct Diversion Board
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contracts, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to BDDDB
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Monique Maes Contracts Administrator 12/15/2022
 Department Rep Printed Name (attesting that all information included) Title Date

 Purchasing Officer (attesting that all information is reviewed) Title Date

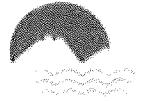
Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



Buckman Direct Diversion Board

Real Estate Summary of Contracts, Agreements, Amendments & Leases



Section to be completed by department

1. Munis Contract # 3203583

Contractor: Condor Security of America Inc.

Description: To provided Security Services at BDD facility

Contract Agreement Lease / Rent Amendment

Term Start Date: 01/09/2023 Term End Date: 06/30/2023

Approved by BDDDB or Approved by BDD Date: 01/05/2023
Facilities Manager

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 22-0522

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by BDDDB or Approved by BDD Date: 10/6/2022
Facilities Manager

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Contract 22-0522 in the amount of \$148,638.00 including tax end term dated 6/30/2023
Amendment (1) to detail and clarify language to original contract.

3. **Procurement History:** _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source:** _____ **Org / Object:** 8000801.510310

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Monique Maes Phone # 505-955-4508

Email: mmmaes@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Procurement Details

<< Back

Procurement Number

20-00000-22-00049

Procurement Type

ITB Statewide Price Agreement (SPD)





Procurement Description

SECURITY GUARD SERVICES

Buyer

Commodity ID	Commodity Description	Commodity Group Description
91893	Security/Safety Consulting	Consulting Services
96265	Protection Services (Not Including Buildings)	Miscellaneous Services, No. 2 (Not Otherwise)
99046	Guard and Security Services	Security, Fire, Safety, And Emergency Service Recovery)

Awarded Vendors

 NM Resident Certified
  Not a NM Resident Certified
  NM Veteran-Owned Certified
  Not

Contract Reference #	Vendor Name	Address	City	State	Zip
20-00000-22-00049 AA	AARROWHEAD SECURITY	VET-SEC PROTECTION AGENCY	GLENDALE	AZ	85301-0000
20-00000-22-00049 AB	ADC LTD NM	2100 AIR PARK ROAD SE SUITE 120	ALBUQUERQUE	NM	87106-3227
20-00000-22-00049 AC	CONDOR SECURITY OF AMERICA	1522 CONSTITUTION BOULEVARD #112	SALINAS	CA	93905-0000
20-00000-22-00049 AD	DESERT WOLF SECURITY INC	5901 WYOMING BLVD NE STE J-289	ALBUQUERQUE	NM	87109-3838



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: CONDOR SECURITY OF AMERICA,
INC.
DBA: CONDOR SECURITY OF
AMERICA, INC.

Business Location: 1020 MERRILL ST STE. 2010
SALINAS, CA 93905

Owner: CONDOR SECURITY OF AMERICA, INCL.

License Number: 232935

Issued Date: June 06, 2022

Expiration Date: June 06, 2023

CRS Number: 03583676008

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

CONDOR SECURITY OF AMERICA, INC.
1020 MERRILL ST STE. 2010
SALINAS, CA 93905

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2022

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

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

PRODUCER AHT Insurance 20 S. King Street Leesburg VA 20175	CONTACT NAME: Janet Daniels PHONE (A/C, No, Ext): 571-351-1572 FAX (A/C, No): 703-771-1852 E-MAIL ADDRESS: janet.daniels@ahtins.com																					
INSURED Condor Security of America, Inc. 1522 Constitution Blvd. Salinas CA 93905	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A : National Liability & Fire Insurance Company</td> <td></td> <td style="text-align: center;">20052</td> </tr> <tr> <td>INSURER B : Summit Specialty Insurance Company</td> <td></td> <td style="text-align: center;">16889</td> </tr> <tr> <td>INSURER C : State Compensation Insurance Fund (CA)</td> <td></td> <td style="text-align: center;">35076</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : National Liability & Fire Insurance Company		20052	INSURER B : Summit Specialty Insurance Company		16889	INSURER C : State Compensation Insurance Fund (CA)		35076	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
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INSURER F :																						

COVERAGES **CERTIFICATE NUMBER:** 167866731 **REVISION NUMBER:**

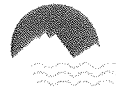
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SCGL005000005800	1/13/2022	1/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			73APB005211	1/20/2022	1/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			9151258-22	1/13/2022	1/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Condor Security of America, Inc. 1522 Constitution Blvd. #112 Salinas, CA. 93905	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Memorandum



Buckman Direct Diversion

Date: December 20th, 2022
To: Buckman Direct Diversion Board
From: Monique Maes, Contracts Administrator
Via: Rick Carpenter, Facilities Manager
Antoinette Armijo-Rougemont, Accounting Supervisor
Re: Service Agreement with B & D Industries, Inc.

Item and Issue

Request for approval of Service Agreement with B & D Industries, Inc. for on-call HVAC repair service for FY22-23 in the Amount of \$65,000.00 plus applicable NMGRT.

Background

The purpose of this memo is to inform you that services with B & D Industries, INC will continue through a new contract based on a competitive bid awarded through a Statewide Price Agreement number 90-000-18-00073. These services, with B & D Industries, Inc., may include all costs needed for on-call, HVAC system repair and maintenance work. This may include upgrades and replacements or new installations.

Our current contract, Amendment (4), is valid through June 30th however rather than amending it, it is most beneficial to close it, and not exceed the available funds. In addition, it would be most advantageous to utilize the Statewide Price agreement under a new contract. Funds are available within our current operating budget BDD9300, 8000801.520100 .

Recommend Action:

Staff recommends approval of new contract utilizing the Statewide Price Agreement on a yearly basis.

Approved by BDDDB January 5^h, 2023

Carol Romero-Wirth, BDDDB Chair



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



**BUCKMAN DIRECT DIVERSION BOARD
SERVICES AGREEMENT WITH
B&D INDUSTRIES, INC.**

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

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDDB described as follows:

Provide on-call miscellaneous HVAC and Plumbing services as described in Price Agreement Number 90-000-18-00073 as accepted for State of New Mexico agencies and local public bodies.

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 providers of HVAC and plumbing services in effect at the time Contractor's services are rendered.

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

3. COMPENSATION

A. Compensation under this Agreement shall be in an amount not to exceed Sixty-Five Thousand Dollars (\$65,000.00) plus applicable New Mexico gross receipts tax, at the rates and charges contained in the attached Exhibit A, for Vendor labeled "AB."

B. Contractor shall be responsible for payment of gross receipts taxes owed to 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 on June 30, 2023.

6. TERMINATION

A. This Agreement may be terminated by the BDDDB upon thirty (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 BDDB and are not employees of the BDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDB vehicles, or any other benefits afforded to employees of the BDDB as a result of this Agreement.

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

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

11. RELEASE

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

12. INSURANCE

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

B. Further, Contractor shall not modify any policy or endorsement thereto which increases the 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 (ten (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. 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 the City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDDB or the City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

Any notices requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person

(including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to Seller or Buyer at the following addresses:

BDDDB: 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.
P.O. Box 5098
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

CONTRACTOR: B&D Industries, Inc.
Attn: Chris Giovenco
9720 Bell Avenue SE
Albuquerque, NM 87123
Email: CGiovenco@banddindustires.com

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Carol Romero-Wirth, BDD Chair

Date: _____

APPROVED AS TO FORM

Nancy R. Long

Nancy R. Long, BDDDB Counsel

APPROVED

City Finance Director

ATTEST

City Clerk

File Date: _____

**CONTRACTOR:
B&D Industries, Inc.**

Signature: _____

Printed Name: Chris Giovenco

Title: _____

Date: _____

NM Taxation & Revenue

CRS # _____

City of Santa Fe Business

Registration # _____

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 90-000-18-00073

Awarded Items:

Item	Approx. Qty.	Unit	Article Description			
<u>Projects UNDER Sixty Thousand (\$60,000.00)</u>						
001	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$70.00	\$73.00	\$69.00	\$70.00	\$70.00	\$73.00
(AB)	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
(AC)	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00
(AD)	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13
(AE)	\$80.00	\$72.00	\$72.00	\$80.00	\$80.00	\$80.00
(AF)	\$66.00	\$66.00	\$66.00	\$66.00	\$66.00	\$66.00
(AG)	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
(AH)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AI)	\$65.00	\$65.00	\$65.00	\$65.00	\$70.00	\$65.00
(AJ)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AK)	\$76.50	\$76.50	\$76.50	\$76.50	\$76.50	\$76.50

Item	Approx. Qty.	Unit	Article Description			
<u>Projects UNDER Sixty Thousand (\$60,000.00)</u>						
002	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$70.40	\$73.40	\$69.40	\$70.40	\$70.40	\$73.40
(AB)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AC)	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00
(AD)	\$117.20	\$117.20	\$117.20	\$117.20	\$117.20	\$117.20
(AE)	\$120.00	\$108.00	\$108.00	\$120.00	\$120.00	\$120.00
(AF)	\$87.85	\$87.85	\$87.85	\$87.85	\$87.85	\$87.85
(AG)	\$55.50	\$55.50	\$55.50	\$55.50	\$55.50	\$55.50
(AH)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AI)	\$98.00	\$98.00	\$98.00	\$98.00	\$105.00	\$98.00
(AJ)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(AK)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 90-000-18-00073

Item	Approx. Qty.	Unit	Article Description			
<u>Projects UNDER Sixty Thousand (\$60,000.00)</u>						
003	1	Hr.	Apprentice/Experienced Worker, regular hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$41.00	\$45.00	\$38.00	\$42.50	\$42.50	\$45.00
(AB)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AD)	\$46.88	\$46.88	\$46.88	\$46.88	\$46.88	\$46.88
(AE)	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
(AF)	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00
(AG)	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
(AI)	\$40.00	\$40.00	\$40.00	\$40.00	\$50.00	\$40.00
(AJ)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AK)	\$58.50	\$58.50	\$58.50	\$58.50	\$58.50	\$58.50

Item	Approx. Qty.	Unit	Article Description			
<u>Projects UNDER Sixty Thousand (\$60,000.00)</u>						
004	1	Hr.	Apprentice/Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$41.40	\$45.40	\$38.40	\$42.90	\$48.00	\$51.00
(AB)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AD)	\$70.33	\$70.33	\$70.33	\$70.33	\$70.33	\$70.33
(AE)	\$67.50	\$67.50	\$67.50	\$67.50	\$67.50	\$67.50
(AF)	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00
(AG)	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00
(AI)	\$50.00	\$50.00	\$50.00	\$50.00	\$60.00	\$50.00
(AJ)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
(AK)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00

Item	Approx. Qty.	Unit	Article Description			
<u>Projects UNDER Sixty Thousand (\$60,000.00)</u>						
005	1	Hr.	Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$32.50	\$36.00	\$28.00	\$33.50	\$33.50	\$36.00
(AB)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AD)	\$36.70	\$36.70	\$36.70	\$36.70	\$36.70	\$36.70
(AE)	\$35.00	\$25.00	\$25.00	\$35.00	\$35.00	\$35.00
(AF)	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
(AG)	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
(AH)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AJ)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(AK)	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 90-000-18-00073

Item	Approx. Qty.	Unit	Article Description			
<u>Projects UNDER Sixty Thousand (\$60,000.00)</u>						
006	1	Hr.	Laborer, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$32.90	\$36.40	\$28.40	\$33.90	\$33.90	\$36.40
(AB)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AD)	\$55.05	\$55.05	\$55.05	\$55.05	\$55.05	\$55.05
(AE)	\$35.00	\$25.00	\$25.00	\$35.00	\$35.00	\$35.00
(AF)	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
(AG)	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
(AH)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AJ)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(AK)	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00

Item	Approx. Qty.	Unit	Article Description			
<u>Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects</u>						
007	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$70.00	\$73.00	\$69.00	\$70.00	\$70.00	\$73.00
(AB)	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
(AC)	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00
(AD)	\$73.25	\$73.25	\$73.25	\$73.25	\$73.25	\$73.25
(AE)	\$80.00	\$75.00	\$75.00	\$80.00	\$80.00	\$80.00
(AF)	\$66.00	\$66.00	\$66.00	\$66.00	\$66.00	\$66.00
(AG)	\$54.15	\$54.15	\$54.15	\$54.15	\$54.15	\$54.15
(AH)	\$87.00	\$87.00	\$87.00	\$87.00	\$87.00	\$87.00
(AI)	\$70.00	\$70.00	\$70.00	\$70.00	\$80.00	\$70.00
(AJ)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AK)	\$76.50	\$76.50	\$76.50	\$76.50	\$76.50	\$76.50

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 90-000-18-00073

Item	Approx. Qty.	Unit	Article Description			
<u>Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects</u>						
008	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$70.40	\$73.40	\$69.40	\$70.40	\$70.40	\$73.40
(AB)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AC)	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00
(AD)	\$109.88	\$109.88	\$109.88	\$109.88	\$109.88	\$109.88
(AE)	\$120.00	\$112.50	\$112.50	\$120.00	\$120.00	\$120.00
(AF)	\$87.85	\$87.85	\$87.85	\$87.85	\$87.85	\$87.85
(AG)	\$81.25	\$81.25	\$81.25	\$81.25	\$81.25	\$81.25
(AH)	\$94.00	\$94.00	\$94.00	\$94.00	\$94.00	\$94.00
(AI)	\$105.00	\$105.00	\$105.00	\$105.00	\$120.00	\$105.00
(AJ)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(AK)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

Item	Approx. Qty.	Unit	Article Description			
<u>Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects</u>						
009	1	Hr.	Apprentice/Experienced Worker, regular hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$41.00	\$45.00	\$38.00	\$42.50	\$42.50	\$45.00
(AB)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AD)	\$43.95	\$43.95	\$43.95	\$43.95	\$43.95	\$43.95
(AE)	\$50.00	\$45.00	\$45.00	\$50.00	\$50.00	\$50.00
(AF)	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00
(AG)	\$39.25	\$39.25	\$39.25	\$39.25	\$39.25	\$39.25
(AI)	\$50.00	\$50.00	\$50.00	\$50.00	\$60.00	\$50.00
(AJ)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AK)	\$58.50	\$58.50	\$58.50	\$58.50	\$58.50	\$58.50

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 90-000-18-00073

Item	Approx. Qty.	Unit	Article Description			
<u>Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects</u>						
010	1	Hr.	Apprentice/Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$41.40	\$45.40	\$38.40	\$42.90	\$42.90	\$45.40
(AB)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AD)	\$65.93	\$65.93	\$65.93	\$65.93	\$65.93	\$65.93
(AE)	\$75.00	\$67.50	\$67.50	\$75.00	\$75.00	\$75.00
(AF)	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00
(AG)	\$58.85	\$58.85	\$58.85	\$58.85	\$58.85	\$58.85
(AI)	\$75.00	\$75.00	\$75.00	\$75.00	\$90.00	\$75.00
(AJ)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
(AK)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00

Item	Approx. Qty.	Unit	Article Description			
<u>Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects</u>						
011	1	Hr.	Laborer, regular hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$32.50	\$36.00	\$28.00	\$33.50	\$33.50	\$36.00
(AB)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AD)	\$34.41	\$34.41	\$34.41	\$34.41	\$34.41	\$34.41
(AE)	\$30.00	\$25.00	\$25.00	\$30.00	\$30.00	\$30.00
(AF)	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
(AG)	\$28.25	\$28.25	\$28.25	\$28.25	\$28.25	\$28.25
(AH)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AJ)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(AK)	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00

Item	Approx. Qty.	Unit	Article Description			
<u>Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects</u>						
012	1	Hr.	Laborer, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$32.90	\$36.40	\$28.40	\$33.90	\$33.90	\$36.40
(AB)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AD)	\$51.61	\$51.61	\$51.61	\$51.61	\$51.61	\$51.61
(AE)	\$30.00	\$25.00	\$25.00	\$30.00	\$30.00	\$30.00
(AF)	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
(AG)	\$42.37	\$42.37	\$42.37	\$42.37	\$42.37	\$42.37
(AH)	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00
(AJ)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(AK)	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 90-000-18-00073

Item	Approx. Qty.	Unit	Article Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting
		Vendor	Unit Price
		(AA)	\$79.00
		(AB)	\$62.00
		(AC)	\$72.00
		(AD)	\$125.00
		(AE)	\$82.50
		(AF)	\$66.00
		(AG)	\$100.00
		(AH)	\$75.00
		(AI)	\$90.00
		(AJ)	\$70.00
		(AK)	\$76.50

Item	Approx. Qty.	Unit	Article Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.
		Vendor	% Discount
		(AA)	0%
		(AB)	15%
		(AC)	7%
		(AD)	10% <60K 15% >60K
		(AE)	0%
		(AF)	10%
		(AH)	0%
		(AI)	10%
		(AJ)	0.15%
		(AK)	15%

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 90-000-18-00073

Item	Approx. Qty.	Unit	Article Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person
		Vendor	Unit Price
		(AA)	\$120.00
		(AB)	\$115.00
		(AC)	\$75.00
		(AD)	Based on Federal 2019 Per Diem Rates for NM. Eddy Co: \$222.00 SF Co: \$184.00 Taos Co: \$171.00 All Other Co: \$149.00
		(AE)	\$180.00
		(AF)	\$30.00
		(AG)	\$50.00
		(AH)	\$150.00
		(AI)	\$225.00
		(AJ)	\$130.00
		(AK)	\$60.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 90-000-18-00073

Item	Article Description				
016	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.				
Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AA)	104 Sin Nombre Ct. NE	AnchorBuilt, Inc.	PO Box 27688	Albuquerque, NM 87125	\$0.95
(AB)	9720 Bell Ave. SE	B&D Industries, Inc.	9720 Bell Ave. SE	Albuquerque, NM 87123	\$0.50
(AC)	610 Industrial Ave NE	CAC, Inc.	610 Industrial Ave NE	Albuquerque, NM 87107	\$1.00
(AD)	2700 Vista Grande Dr. NW #59 Albuquerque, NM 87120 1259 Colonial Parkway Clovis, NM 88101	Caliber Construction Services	2700 Vista Grande Dr. NW #59	Albuquerque, NM 87120	\$1.25*
* Caliber Construction Services has 2 office locations; mileage will be charged from the location that is the lowest in overall cost.					
(AE)	8920 Adams St. NE Ste. A	Comfort Systems USA SW	8920 Adams St. NE Ste. A	Albuquerque, NM 87113	\$1.55
(AF)	8915 Adams St. Ste. B	Four Winds Mechanical	8915 Adams St. Ste. B	Albuquerque, NM 87113	\$0.99
(AG)	7500 2nd St.	Installation & Service Heating, Inc.	7500 2nd St. NW	Albuquerque, NM 87107	\$0.58
(AH)	98 CR 119	La Mesilla Construction, LLC	98 CR 119	Española, NM 87532	\$0.25
(AI)	6060 Isleta Blvd. SW	Welch's Boiler Service, Inc.	6060 Isleta Blvd. SW	Albuquerque, NM 87105	\$1.60
(AJ)	3301 Girard Blvd	Western Mechanical Co.	3301 Girard Blvd	Albuquerque, NM 87107	\$1.25
(AK)	8501 Washington St. NE	Yearout Service, LLC.	8501 Washington St. NE	Albuquerque, NM 87113	\$0.55

*** 16 Items Total ***



Buckman Direct Diversion Board

Real Estate Summary of Contracts, Agreements, Amendments & Leases



Section to be completed by department

1. Munis Contract # 3203834

Contractor: HVAC AND PLUMBING SERVICES -STATEWIDE

Description: On-call repair and maintenance for HVAC and plumbing systems.

Contract Agreement Lease / Rent Amendment

Term Start Date: 01/09/2023 Term End Date: 06/30/2023

Approved by BDDDB or Approved by BDD Date: 12/09/2021
Facilities Manager

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by BDDDB or Approved by BDD Date: _____
Facilities Manager

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

New Contract -in the amount of \$65,000.00 plus NMGR end term 6/30/23, total plus tax \$70,484.38

3. **Procurement History:** _____

Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: _____

4. **Funding Source:** _____ **Org / Object:** 8000801.520100

Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: Monique Maes Phone # 505-955-4508

Email: mmmaes@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00073

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Awarded Vendors:

(AA) 0000054601
AnchorBuilt, Inc.
P.O. Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com

**Delivery: 104 Sin Nombre Court NE, Albuquerque NM
87113**

(AB) 0000046277
B&D Industries, Inc.
9720 Bell Ave. SE
Albuquerque, NM 87123
505-299-4464
clinton@bandindustries.com

Delivery: F.O.B. Destination

(AC) 0000049957
CAC, Inc.
610 Industrial Ave NE
Albuquerque, NM 87107
505-343-6100
trevorb@cacinc.net

Delivery: F.O.B. Destination

(AD) 0000141802
Caliber Construction Services
2700 Vista Grande Dr. NW #59
Albuquerque, NM 87120
850-218-7546
dmwarren@calibernm.com

Delivery: Included in Bid Costs

(AE) 0000108425
Comfort Systems USA SW
8920 Adams St. NE Ste. A
Albuquerque, NM 87113
505-856-9250
brian.raffner@comfortsystemsusa.com

Delivery: F.O.B Destination

(AF) 0000086357
Four Winds Mechanical HTC/AC
8915 Adams St. NE Ste. B
Albuquerque, NM 87113
505-899-2939
Lynn@4windsmechanical.com

Delivery: To Be Determined



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2022

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

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

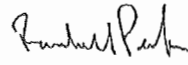
PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Carrie Butler		
	PHONE (A/C, No, Ext): (505) 262-9412 9412	FAX (A/C, No): (866) 487-3972	
E-MAIL ADDRESS: Carrie.Butler@hubinternational.com			
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Valley Forge Insurance Company		20508
	INSURER B : National Fire Insurance Company of Hartford		20478
	INSURER C : The Continental Insurance Company		35289
	INSURER D : Builders Trust of New Mexico		
	INSURER E : INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6016149399	11/11/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6016149371	11/11/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	6016149404	11/11/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	5672	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

CERTIFICATE HOLDER City of Santa Fe 500 Market Santa Fe, NM 87501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: B & D INDUSTRIES, INC.
DBA: B & D INDUSTRIES, INC.

Business Location: 9720 BELL SE
ALBUQUERQUE, NM 87123

Owner: B & D INDUSTRIES INC

License Number: 224955

Issued Date: November 01, 2022

Expiration Date: November 01, 2023

CRS Number: 01-716872-004

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

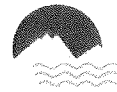
B & D INDUSTRIES, INC.
9720 BELL SE
ALBUQUERQUE, NM 87123

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Memorandum



Buckman Direct Diversion

Date: December 22, 2022
To: Buckman Direct Diversion Board
From: Monique Maes, Contracts Administrator
Via: Rick Carpenter, Facilities Manager
Bradley Prada, Maintenance Superintendent
Re: Request for Purchase -Alpha Southwest

Item and Issue

Requesting approval of a Budget Approval Request (BAR) needed for the purchase of pumps, motors and labor located at booster station 1A and 2A in the amount of \$499,623.71.

Background

Replacement and Installation is needed for two (2) Vertical Solid Shaft Motors, two (2) bowl pumps, as well as parts, labor and milage located at booster stations 1A & 2A. In order to operate at full capacity, establishment of procurement and acquisition and funding for this labor and machinery is necessary for approval. The estimated delivery lead time for the required materials are up to 18 to 22 weeks. The vendor holds a Statewide Price Agreement and can provide a presentation if needed.

Action

Staff recommends approval of this purchase along with a BAR to move the amount of \$499,623.71 from the Major Repair and Replacement Fun to the Operating fund.

BU/LI: 8000801.570500, PL BDD1500 & BDD1600

Approved by BDDDB January 5th:

Carol Romero-Wirth, BDD Chair



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



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

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

DEPARTMENT / DIVISION NAME PUD/Water/BDD	DATE 1/5/2023
---	------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
System Equipment	8000801	570550		499,624	
Interfund transfer out to 800	8010815	755800		499,624	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
Interfund Transfer in from 801	8000825	655801		(499,624)	

JUSTIFICATION: *{use additional page if needed}*
--Attach supporting documentation/memo

	\$ 499,624	\$ -
--	------------	------

Moving funds from the MRRF to the Operating Fund, per BDDDB approval at 1/5/2023 Board meeting to cover the costs of pumps and motors at booster stations 1A and 2A.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
801	(499,624)
TOTAL:	(499,624)

Antoinette Armijo-Rougemont	1/5/2023	<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
SERVICES AGREEMENT
WITH ALPHA SOUTHWEST**

THIS 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 BDDDB.

1. SCOPE OF SERVICES

Contractor shall provide the services and materials described in **Exhibit A**, attached hereto.

Supply and install 1 each Pump and Motor for 1A Booster Station and 1 each Pump and Motor for 2A Booster Station.

- A. Booster Station 1A: Install Shaft Motors to original specification and design.
- B. Booster Station 2A: Install Shaft Motors to original specification and design.
- C. Install 2 each Peerless GL 18 ME/MC 3Stg. Bowl Units 4,300 GMP @600 Ft. TDH, 14" Colum, 304 SS Packing Containers.

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 Four Hundred Ninety-Nine Thousand Six Hundred Twenty-Three and .71/100 Dollars (\$499,623.71) inclusive of New Mexico gross receipts tax.

B. Contractor shall be responsible for payment of gross receipts taxes due 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, 2023.

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 BDDB and are not employees of the BDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDB vehicles, or any other benefits afforded to employees of the BDDB as a result of this Agreement.

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

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

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the 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 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) **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 BDDB is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies as evidence by an endorsement to the policies which shall be attached to the certificates of insurance. Cancellation provisions in insurance certificates shall not contain the qualifying words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives”. In the event Contractor’s insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the BDDB within four working days of Contractor’s receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

E. **Insurer Requirements.** All 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 BDDB. The BDDB will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of New Mexico.

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 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:

BDDB: Buckman Direct Diversion
Rick Carpenter, Facilities Manager
341 Caja Del Rio Road
Santa Fe, NM 87506
Email: rrcarpenter@ci.santa-fe.nm.us

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

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

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: _____
Carol Romero-Wirth, BDD Chair

Date: _____

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

City Finance Director

ATTEST

City Clerk

File Date: _____

**CONTRACTOR:
Alpha Southwest Inc.**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue
CRS # _____

City of Santa Fe Business
Registration # _____

Exhibit A



Alpha Southwest Inc.
 205 Rossmoor Rd. SW Albuquerque NM 87105
 Phone: 505-877-0287

Date 12/21/2022
Quotation # 122122-01
Customer ID BDD

Quotation For

Mr. Brad Prada
 BDD Maintenance Superintendent
 341 Caja Del Rio Road
 Santa Fe, NM 87506

Quotation valid until: See Note Below
Prepared by: D. Yates

Supply and Install 1 Ea. Pump and Motor for 1A Booster Station and 1 Ea. Pump and Motor for 2A Pump Station. Pricing per State of NM General Services Dept. Price Agreement #90-000-19-00051 Amendment #3

Salesperson	P.O. Number	Ship Date	F.O.B. Point	Terms
DMY	Pending	Motors 20-22 Weeks - Pumps 17-18 Weeks ARO		Net 30

Quantity	Description	Unit Price	Taxable?	Amount
120	Pump Crew to pull and set 2 Ea. Pumps and Motors	\$ 125.00	Yes	\$ 15,000.00
100	Electrical - Labor to un wire and wire 1 Ea. 700 HP and 1 Ea. 800 HP Motors	\$ 125.00	Yes	\$ 12,500.00
1	Booster Station 1A - 800 HP Vertical Solid Shaft Motor to original specification and design	\$ 153,987.96	Yes	\$ 153,987.96
1	Booster Station 1A - 700 HP Vertical Solid Shaft Motor to original specification and design	\$ 131,580.53	Yes	\$ 131,580.53
1	2 Ea. Peerless GL 18ME/MC 3 Stg. Bowl Units 4,300 GPM @ 600 Ft. TDH, 14" Colum, 304 SS Packing Containers.	\$ 153,987.96	Yes	\$ 153,987.96
750	Trip Miles	\$ 3.50	Yes	\$ 2,625.00
	Note: Because of supply chain uncertainty, pricing and delivery will be re-established at the time of order.			

If you have any questions concerning this quotation, please contact:
 Davd Yates - 505-980-6107 dave@alphasw.com

Thank you for your business!

Subtotal	\$ 469,681.45
Tax Rate	6.3750%
Sales Tax	\$ 29,942.19
Other	
TOTAL	\$ 499,623.71



Quotati

Alpha Southwest Inc.
 205 Rossmoor Rd. SW Albuquerque NM 87105
 Phone: 505-877-0287

Date 12/21/2022
Quotation # 122122-01
Customer ID BDD

Quotation For

Mr. Brad Prada
 BDD Maintenance Superintendent
 341 Caja Del Rio Road
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1	Booster Station 1A - 800 HP Vertical Solid Shaft Motor to original specification and design	\$ 153,987.96	Yes	\$ 153,987.96
1	Booster Station 2A - 700 HP Vertical Solid Shaft Motor to original specification and design	\$ 131,580.53	Yes	\$ 131,580.53
1	2 Ea. Peerless GL 18ME/MC 3 Stg. Bowl Units 4,300 GPM @ 600 Ft. TDH, 14" Colum, 304 SS Packing Containers.	\$ 153,987.96	Yes	\$ 153,987.96
750	Trip Miles	\$ 3.50	Yes	\$ 2,625.00
	Note; Because of supply chain uncertainty, pricing and delivery will be re-established at the time of order.			

If you have any questions concerning this quotation, please contact:
 Davd Yates - 505-980-6107 dave@alphasw.com

Thank you for your business!

Subtotal	\$ 469,681.45
Tax Rate	6.3750%
Sales Tax	\$ 29,942.19
Other	
TOTAL	\$ 499,623.71



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ALPHA SOUTHWEST INC.

Procurement Title: Supply and Install Pumps and Motors for BS1A and BS2A

Procurement Method: State Price Agreement Cooperative Sole Source Other RFP _____

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Buckman Direct Diversion Staff Name Monique Maes

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to BDDB Buckman Direct Diversion Board
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contracts, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to BDDB
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Monique Maes Contracts Administrator 12/22/2022
Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



Buckman Direct Diversion Board

Real Estate Summary of Contracts, Agreements, Amendments & Leases



Section to be completed by department

1. Munis Contract # 320844

Contractor: Alpha Southwest, Inc.

Description: **Supply and install pump and motor for BS1A & BS2A**

Contract Agreement Lease / Rent Amendment

Term Start Date: 01/05/2023 Term End Date: 06/30/2023

Approved by BDDDB or Approved by BDD Date: 01/05/2023
Facilities Manager

Contract / Lease: -----

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by BDDDB or Approved by BDD Date: _____
Facilities Manager

Amendment is for: -----

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Contract to be in the amount of \$499,623.71 for an end term date of 6/30/2023

3. Procurement History: _____

Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: _____

4. Funding Source: _____ Org / Object: 8000801.570500

Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: Monique Maes Phone # 505-955-4508

Email: mmmaes@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
3 Vendors

Number: 90-000-19-00051

Amendment No.: Three

Term: August 2, 2019 – August 1, 2023

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Michael Saavedra

Telephone No.: 505-372-8489

Email: Michael.Saavedra@state.nm.us

Invoice:
As Requested

Title: Installation and Service of Water System

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties except (AC) DAK Drilling LLC (which cannot extend during this period because it did not extend in the previous period), this Price Agreement is extended from August 2, 2022 to August 1, 2023 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date 6/7/2022

x This Agreement was signed on behalf of the State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00051

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Awarded Vendors:

(AA) 0000046226
Alpha Southwest
205 Rossmoor Rd SW
Albuquerque, NM 87105
505-877-0287
kimbrow@alphasw.com

Payment Terms: Net 30
Delivery: As requested

(AB) 0000047024
Coats Pump & Supply, Inc.
PO Box 1210
Dexter, NM 88230
575-734-5480
Chance.coats@coatspump.com

Payment Terms: Net 30
Delivery: As Requested

(AC) 0000142510
DAK Drilling LLC
29681 E. Highway 160
Durango, CO 81122
970-247-9685
clayton@dakdrilling.com

Payment Terms: NET 21 Days
Delivery: Destination

(AD) 0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: NET 30
Delivery: F.O.B. Destination

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00051

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Establish a Statewide Price Agreement for installation and service of water wells and water capture systems at various locations across the State. Due to the large geographic size of the state and our numerous service locations, the Department is seeking multiple vendors to be awarded.

The total cost of **each project**, including applicable gross receipts tax, shall not exceed One Million Dollars (\$1,000,000.00). This cap includes all change orders associated with the project.

The total cap for **this Statewide Price Agreement** is Ten Million (\$10,000,000) per awarded Contractor for the whole term of the Statewide Price Agreement.

The Contractor **MUST** report all work issued under this Price Agreement to the State Purchasing Division every quarter so that the cap thresholds can be monitored. If no Purchase Orders (PO) have been issued for the year, a report must still be sent in before the renewal date. A copy of approved POs must be sent as well as a summary spreadsheet for the quarter. The spreadsheet shall contain the following columns:

- Name of entity issuing the PO
- Date of the PO
- PO number
- project name
- dollar amount of the PO

Failure to do so will result in the yearly renewal of the Price Agreement being denied. Quarterly Spreadsheets MUST be sent to Michael Saavedra at Michael.Saavedra@state.nm.us.

When the total cap of ten million (\$10,000,000) for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Work may include, but is not limited to, installation, diagnostics, electrical, removals, repairs, parts and supplies, maintenance, and upgrades. The installation and service work will apply to various assortments of irrigation wells, domestic wells, windmills, solar wells, and water capture systems, including:

- Irrigation wells may include casings, lift stations, pumping systems, electrical and fuel-driven pumps and components, flow meters, connected water movement and storage components, and related components. Casings and discharge sizes of irrigation wells will be four (4) inches and above.
- Domestic wells may include casings, lift stations, pumping systems, electrical and fuel-driven pumps and components, pressure tanks and meters, connected water movement and storage components, and related components. Casings and discharge sizes of domestic wells will be below four (4) inches.
- Windmills may include casings, pumping systems, windmill heads, windmill towers and structures, connected water movement and storage components, and related components.
- Solar wells may include casings, pumping systems, solar panels, electrical pumps and electrical

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00051

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components, connected water movement and storage components, and related components. Includes replacement of windmill systems with equivalent solar pump systems.

- o Water capture systems may include guzzlers, trick tanks, drinkers, catchments, floats and valves, connected water movement and storage components, and related components.

The State Purchasing Zone Map (Exhibit A) has been divided into the four (4) quadrants of the state.

NW Quadrant: Zones 1, 2, 4, and 5

NE Quadrant: Zones 3 and 6

SW Quadrant: Zones 8, 11, and 12

SE Quadrant: Zones 7, 9, and 10

This enables establishment of pricing guidelines for the vendors and the Agency in procuring services at best obtainable price. All bidders can bid on all zones or on individual zones. Hourly rates should be all inclusive. Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. If the job requires more than one (1) visit Contractors must have justification and prior approval from the using Agency. Mileage will be based by google.com/maps. Vendors must furnish the Agency with copies of all price lists upon request.

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

Insurance Requirements

Insurance:

The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00051

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beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars (\$100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars (\$300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred thousand dollars (\$500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

Bonding:

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars (\$25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded Contractor(s).

Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by user.

The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID). The CID will issue permits for work performed at state-owned buildings.

Remainder of this page left blank

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 90-000-19-00051

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Item	Approx. Qty.	Unit	Article and Description	Unit Price			
				(AA)	(AB)	(AC)	(AD)
141	1	HR	Solar Wells – Hourly Labor – Hourly Rate – NW Area (Shop Repairs Only)			\$215.00	\$100.00
142	1	HR	Solar Wells – Hourly Labor – Hourly Rate – NE Area (Shop Repairs Only)			\$236.00	\$100.00
143	1	HR	Solar Wells – Hourly Labor – Hourly Rate – SW Area (Shop Repairs Only)			\$247.00	\$100.00
144	1	HR	Solar Wells – Hourly Labor – Hourly Rate – SE Area (Shop Repairs Only)		\$70.00	\$257.00	\$100.00
145	1	HR	Solar Wells – Hourly Rate – Supervisor – NW Area (Field Repairs Only)			\$195.00	\$110.00
146	1	HR	Solar Wells – Hourly Rate – Supervisor – NE Area (Field Repairs Only)			\$215.00	\$110.00
147	1	HR	Solar Wells – Hourly Rate – Supervisor – SW Area (Field Repairs Only)			\$224.00	\$110.00
148	1	HR	Solar Wells – Hourly Rate – Supervisor – SE Area (Field Repairs Only)		\$125.00	\$234.00	\$110.00
149	1	HR	Solar Wells – Hourly Rate – Laborer – NW Area (Field Repairs Only)			\$150.00	\$100.00
150	1	HR	Solar Wells – Hourly Rate – Laborer – NE Area (Field Repairs Only)			\$164.00	\$100.00
151	1	HR	Solar Wells – Hourly Rate – Laborer – SW Area (Field Repairs Only)			\$172.00	\$100.00
152	1	HR	Solar Wells – Hourly Rate – Laborer – SE Area (Field Repairs Only)		\$75.00	\$179.00	\$100.00
153	1	Mile	Solar Wells : Mileage Rate NW Area			\$3.50	\$1.50
154	1	Mile	Solar Wells : Mileage Rate NE Area			\$3.50	\$1.50
155	1	Mile	Solar Wells : Mileage Rate SW Area			\$3.50	\$1.50
156	1	Mile	Solar Wells : Mileage Rate SE Area		\$2.00	\$3.50	\$1.50
157	1	%	Solar Wells : % (off current catalog price) Discount on Parts NW Area			0%	0%
158	1	%	Solar Wells : % (off current catalog price) Discount on Parts NE Area			0%	0%
159	1	%	Solar Wells : % (off current catalog price) Discount on Parts SW Area			0%	0%
160	1	%	Solar Wells : % (off current catalog price) Discount on Parts SE Area		5%	0%	0%

*** 160 Items Total ***



ALPHSOU-01

THUELSKAMP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

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

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

PRODUCER Cress Insurance Consultants, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111	CONTACT NAME: Tonya Huelskamp PHONE (A/C, No, Ext): (505) 822-8114 FAX (A/C, No): (505) 822-0341 E-MAIL ADDRESS: thuelskamp@cressinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Alpha Southwest, Inc. P O Box 9263 Albuquerque, NM 87119	INSURER A : Valley Forge Insurance Co NAIC # 20508	
	INSURER B : Continental Insurance Co 35289	
	INSURER C : Continental Casualty Company 20443	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5093812966	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 6081446186	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE 5093778091	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 5 93848947	10/1/2022	10/1/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			C 6081487496	10/1/2022	10/1/2023	Lease/Rented \$ 400,000
C	Installation / Build			C 6081487496	10/1/2022	10/1/2023	Install/Bldrs Risk \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional E&O with Pollution, \$3,000,000 Per Occurrence and Aggregate Limit, Policy No. 6018485129 with Columbia Casualty Company, Policy Term is 6.2.2022 to 6.2.2023.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

Ray Alton

BUSINESS REGISTRATION

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551



Business Name: ALPHA SOUTHWEST, INC
DBA: ALPHA SOUTHWEST, INC

Business Location: 205 ROSSMOOR RD SW
ALBUQUERQUE, NM 87105

Owner: ALPHA SOUTHWEST, INC

License Number: 225207

Issued Date: March 11, 2022

Expiration Date: March 11, 2023

CRS Number: 01-711081-005

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

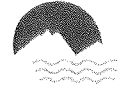
ALPHA SOUTHWEST, INC
205 ROSSMOOR RD SW
ALBUQUERQUE, NM 87105

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Memorandum



Buckman Direct Diversion

Date: January 5, 2023
To: Buckman Direct Diversion Board
From: Nancy R. Long
Subject: **Open Meetings Act Resolution 2023-1**

Item and Issue:

Adoption and approval of the Annual (2023) Open Meetings Act Resolution.

Background and Summary:

As the Board is aware, public bodies are required by the New Mexico Open Meetings Act (Act) to annually address the issue of what determines reasonable notice for its public meetings in compliance with the Act.

In 2013, and carried forward in the 2014 - 2022 Resolutions, the Board imposed an additional requirement not required by the Act that in order for a Board member to attend a board meeting by telephone, that board member must be needed to meet Board quorum requirements.

In light of the recent public health emergency situations and due to the continuing presence and spread of Covid-19 and other illnesses, the Resolution now includes a provision allowing for remote participation if it is difficult or impossible for a member to attend the meeting. The Open Meetings Act allows for remote participation in such instances.

Despite the rescission of the State declared public health emergency, the Resolution retains the provisions for altered meetings and allowing for the cancellation of meetings in the event a public health emergency is declared during the pendency of this Resolution.

Action Requested

Independent counsel recommends adoption by the Board of Resolution 2023-1, a Resolution Determining Reasonable Notice for Public Meetings of the Buckman Direct Diversion Board; Rescinding Resolution No. 2022-1.



1 **THE BUCKMAN DIRECT DIVERSION BOARD**

2 **RESOLUTION NO. 2023-1**

3 **A RESOLUTION DETERMINING REASONABLE NOTICE FOR**
4 **PUBLIC MEETINGS OF THE BUCKMAN DIRECT DIVERSION BOARD;**
5 **RESCINDING RESOLUTION NO. 2022-1**
6
7
8

9 **WHEREAS**, Section 10-15-1 (B), NMSA 1978 of the “Open Meetings Act” (hereinafter
10 referred to as “the Act”) provides that “... meetings of a quorum of members of any board,
11 commission ... or other policymaking body ... held for the purpose of formulating public policy,
12 including the development of personnel policy, rules, regulations or ordinances, discussing public
13 business or taking any action within the authority of or the delegated authority of any board,
14 commission or other policymaking body are declared to be public meetings open to the public at
15 all times, except as otherwise provided in the Constitution of New Mexico or the Open Meetings
16 Act;” and

17 **WHEREAS**, Section 10-15-1 (D) of the Act further provides that “(a)ny meetings at which
18 the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and
19 at which a majority or quorum of the body is in attendance, and any closed meetings, shall be held
20 only after reasonable notice to the public;” and

21 **WHEREAS**, the Act further requires a public body to determine in a public meeting at
22 least annually what notice is reasonable when applied to that body; and

23 **WHEREAS**, the Buckman Direct Diversion Board (the “Board”) desires to address in its
24 Open Meetings Act Resolution, revisions to what constitutes reasonable notice of its meetings and
25 how board members and the public may attend and participate in its public meetings.
26

1
2 **NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BUCKMAN DIRECT**
3 **DIVERSION BOARD, AS FOLLOWS:**

4 1. **Regular Meetings.** Unless otherwise specified, regular meetings of the Board shall
5 be held each month on the first Thursday of the month in the Santa Fe City Council Chambers or
6 at the Santa Fe County Commission Chambers. Notice of any regular meeting shall be provided
7 a minimum of seventy-two (72) hours prior to the meeting to the public and to those broadcast
8 stations licensed by the Federal Communications Commission and newspapers of general
9 circulation that have made written request for such notice. The notice shall include the date, time
10 and place of the meeting and a list of specific items of business to be discussed or transacted at the
11 meeting or information on how the public may obtain a copy of the agenda.

12 2. **Special Meetings.** A special meeting of the Board may be called by the Chair or
13 by any three members of the Board upon at least seventy-two (72) hours notice at such time and
14 place as the Chair or the three members deem appropriate. Notice of special meetings shall be
15 provided to the public by posting notice of the date, time and place in a conspicuous and
16 appropriate place at the Santa Fe County Administrative building, at Santa Fe City Hall and on the
17 Board's, Santa Fe County's and the City's internet websites at least seventy-two (72) hours prior
18 to a special meeting. Notice of a special meeting shall also be provided to those broadcast stations
19 licensed by the Federal Communications Commission and newspapers of general circulation that
20 have made written request for such notice.

21 3. **Emergency Meetings.** An emergency meeting of the Board may be called by the
22 Chair or by any three members of the Board to consider unforeseen circumstances that, if not
23 addressed immediately, will likely result in injury or damage to persons or property or substantial

1 financial loss. An emergency meeting may be conducted at a time and place as the Chair or the
2 three members deem appropriate. If possible, given the emergency circumstances, notice of an
3 emergency meeting shall be posted in a conspicuous and appropriate place at the Santa Fe County
4 Administrative Building and at Santa Fe City Hall at least twenty-four (24) hours prior to the
5 meeting. If twenty-four (24) hours advance notice cannot be given, notice shall be posted as soon
6 as possible under the emergency circumstances in existence. Notice of an emergency meeting
7 shall also be provided to broadcast stations licensed by the Federal Communications Commission
8 and newspapers of general circulation that have made written request for such notice. Unless there
9 is a state or national emergency that has been declared for the same reasons as the emergency
10 meeting, within ten (10) days of taking action on an emergency matter, the Board shall report to
11 the Attorney General's Office that an emergency meeting took place.

12 4. **Agendas.** Any notice for meetings of the Board shall include an agenda containing
13 a list of specific items of business to be discussed or transacted at the meeting, or information on
14 how the public may obtain a copy of an agenda. At least seventy-two (72) hours prior to a regular
15 or special meeting, the final agenda shall be posted in a conspicuous and appropriate place at the
16 Santa Fe County Administrative Building, at Santa Fe City Hall, and on the Board's, Santa Fe
17 County's and the City's internet web sites.

18 5. **Recessed Meetings.** The Board may recess and reconvene a meeting to a later day,
19 if, prior to recessing, the Board specifies the date, time and place for continuation of the meeting,
20 and, immediately following the recessed meeting, posts notice of the date, time and place for the
21 reconvened meeting on or near the door of the place where the original meeting was held. Only
22 matters appearing on the agenda of the original meeting may be discussed at the reconvened
23 meeting unless notice of the reconvened meeting is provided as otherwise set forth herein.

1 6. **Remote Attendance at Meetings.** If it is difficult or impossible for a BDDB
2 member or alternate member to attend a meeting in person, remote participation in meetings is
3 permissible by conference telephone, an online meeting platform or other similar communications
4 equipment or technology as permitted pursuant to Section 10-15-1 NMSA 1978, as amended.

5 7. **Closed Meetings.** A meeting may be closed in the following manner:

6 a. If the Board is in an open meeting when a closed meeting is desired and
7 authorized by the Open Meetings Act, then the closed meeting shall be approved on motion by a
8 majority of a quorum of the Board and the authority for the closure shall be stated in the motion.
9 The votes of the voting members of the Board shall be recorded in the minutes.

10 b. If the Board is not in a public meeting and a closed meeting is desired and
11 authorized, public notice of the closed meeting, appropriate under the circumstances, shall be given
12 stating the authority for the closure.

13 c. Following completion of any closed meeting, the minutes of the open
14 meeting that was closed, or the minutes of the next open meeting if the closed meeting was
15 separately scheduled, or held after adjournment, shall state that the matters discussed in the closed
16 meeting were limited only to those specified in the motion or notice for closure.

17 8. **Public Health Emergency Provisions.** Notwithstanding any other provision of
18 this Resolution, meeting locations, in-person meetings, posting requirements and any other
19 deviation deemed necessary or advisable due to any public health emergency or conditions,
20 including any emergency as may be declared by the WHO and/or the New Mexico Department of
21 Health or other public health authority, may be made, while taking into account any guidance
22 provided by the New Mexico Attorney General's Office for public meetings during public health
23 emergencies. Specifically, board members may participate remotely in meetings by conference

1 telephone, video platforms or by other similar communications equipment provided that means are
2 provided to allow for the public to hear and/or view the Board meeting. Additionally, the Board
3 Chair has the authority to take the following actions: (i) exclude or limit the public from in-person
4 attendance at meetings, provided that the public may witness the meeting either by telephone or
5 video means; or (ii) cancel any meeting prior to commencement of such meeting to preserve the
6 public health, safety and welfare.

7 9. **Definitions: "Meeting" and "Member."** For purposes of this Resolution, the
8 term "meeting" shall be defined as a meeting of a quorum of the Board held for the purpose of
9 formulating public policy, rules, regulations or ordinances, discussing public business, or taking
10 any action within the authority of or the delegated authority of the Board. For purposes of this
11 Resolution, the term "Member," when not otherwise qualified within this Resolution, shall mean
12 both the voting and non-voting members of the Board.

13 10. Resolution No. 2022-1 is hereby rescinded.

14 **PASSED, APPROVED AND ADOPTED this 5th day of January 2023.**

15
16
17 **BUCKMAN DIRECT DIVERSION BOARD:**

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19
20
21 _____
22 Carol Romero-Wirth, BDDDB Chair

23
24 **APPROVED AS TO FORM:**

25
26
27 _____
28 Nancy R. Long, Board Counsel

29
30
31 **ATTEST:**

32
33 _____
34 Kristine Bustos-Mihelcic, City Clerk