



## Agenda

**Regular Meeting of the  
Buckman Direct Diversion  
Board  
May 1, 2025 at 4:00 PM  
Council Chambers  
City Hall  
200 Lincoln Avenue**

---

### **Procedures for Buckman Direct Diversion Board Meeting**

The agenda and packet for the meeting will be posted at <https://santafenm.portal.civicclerk.com/>.

A Zoom link is available for this meeting: <https://santafenm.gov.zoom.us/j/85068470377>.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes
  - a. Approval of the Minutes from the April 3, 2025, Buckman Direct Diversion Board Meeting
5. Matters from the Public
6. Presentations and Informational Items
  - a. Monthly Update on BDD Operations. (Matt Sandoval, BDD Operations Superintendent, [mgsandoval@santafenm.gov](mailto:mgsandoval@santafenm.gov), 505-955-4501).
  - b. Report from the BDD Facilities Manager. (Bradley Prada, BDD Facilities Manager, [bxprada@santafenm.gov](mailto:bxprada@santafenm.gov), 505-955-4507).
  - c. Presentation of the FY 2024 BDD Audit. (Eric Spurlin, Partner, Carr, Riggs, & Ingram LLC; and Emily Oster, City Finance Department Director, [ekoster@santafenm.gov](mailto:ekoster@santafenm.gov), 505-629-3411)

7. Action Items: Discussion Agenda

- a. Request Approval of a Professional Services Contract with AECOM Technical, Inc. for an amount not-to-exceed \$2,671,875.00, including NMGR for Owner's Representative services for a four (4) year term. (Nancy Long, [nancy@longpoundkomer.com](mailto:nancy@longpoundkomer.com), and Dan Frost, [dfrost@swlaw.com](mailto:dfrost@swlaw.com), 303.634.2038).
- b. Request for Approval to Re-Authorize Unexpended Funds Approved by the BDD Board from the BDD Major Repair and Replacement Fund (MRRF) from FY24 to FY25. (Kurt Traverse, CliftonLarsonAllen Contractor, [kftraverse@santafenm.gov](mailto:kftraverse@santafenm.gov), 803-207-4396).
- i. Request for BDDB Approval of a Budget Amendment Resolution (BAR) to Re-Authorize the Unexpended Funds.

8. Matters from the Board

9. Next Meeting:

- a. Thursday, June 5, 2025

10. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

**MINUTES OF THE  
CITY OF SANTA FE & SANTA FE COUNTY  
BUCKMAN DIRECT DIVERSION BOARD MEETING**

**April 3, 2025**

**1. Call to Order**

This meeting of the Santa Fe County & City Buckman Direct Diversion Board meeting was called to order by Justin Greene, BDD Board Chair, at 4:14 p.m. in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

**2. Roll Call:** Roll was called and a quorum was present as shown:

**BDD Board Members Present:**

Commissioner Justin Greene, Chair

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

Commissioner Hank Hughes

Peter Ives, Citizen Member Alternate

T. Egelhoff, The Club at Las Campanas [non-voting member]

**Member(s) Excused:**

Rolf Schmidt-Petersen, Citizen Member

**Alternates Present:**

Commissioner Adam Johnson, County Alternate

**Others Present:**

Bradley Prada, Facilities Manager

Nancy Long, BDD Legal Counsel

Kyle Harwood, BDD Legal Counsel

Jesse Roach, City PUD Water Division Director

Bernardine Padilla, BDD Public Relations Coordinator

Matt Sandoval, BDD Operations Superintendent

Walker Boyd, County Attorney

Jay Lazarus, Glorieta Geoscience, Inc.

Peter Hunt, Glorieta Geoscience, Inc.

Kurt Traverse, CLA Consultant

Joni Arends, CCNS

**3. Approval of Agenda**

Councilor Romero-Wirth moved to approve the agenda as published. Commissioner Hughes

seconded and the motion passed by unanimous [5-0] roll call vote.

**4. Approval of Minutes**

**a. February 6, 2024 Buckman Direct Diversion Board Meeting**

Councilor Romero-Wirth moved to approve the minutes. Commissioner Hughes seconded and the motion passed by unanimous [5-0] roll call vote.

**5. Matters from the Public**

CHAIR GREENE: Joni, if you'd like to come up.

JONI ARENDS: My name is Joni Arends. I am with Concerned Citizens of Nuclear Safety. I've been watching this project since 2002 when the first scoping meeting took place down at the Chavez Center. I am here to address issues with the LANL SWEIS comment prepared by the Buckman Board and have some constructive criticism about how they need to carry more weight. They need to cover more issues. The LANL SWEIS, the Sitewide Environmental Impact Statement, is 1,200 pages long. It's going to cover a period of the next 15 years of operation which is until 2040. It's kind of difficult to think about that amount of time but when we think about the amount of waste that is buried on the Pajarito Plateau in unlined pits, trenches and shafts at different depths and with different contaminants and radionuclides and toxic materials, it's not a long time. So we need to look both ways. Both till 2040 but we also need to look down the line many, many years – centuries actually.

Right now there is 800,000 cubic meters of waste buried on the Pajarito Plateau in the unlined pits, trenches and shafts and it's moving towards the regional drinking water aquifer. The hexavalent chromium and perchlorate in Mortandad Canyon is just an example of the contamination traveling 1,000 feet below the surface to the water supplies. And so here we are at a project that is diverting water in order to facilitate people living in Santa Fe and we need to do better.

LANL has proposed three alternatives in the LANL SWEIS. There's a no-action alternative – and this is all required by the National Environmental Policy Act – a no action alternative, a modernized operations alternative and an expanded operations alternative. And each one builds upon the other. So it's not really a no action alternative. It's an alternative that is packed with projects.

CCNS is asking for an actual or true no action alternative because there is no other alternative other than these three that DOE has proposed. We are also asking for a reduced operations alternative which goes in the opposite direction of what LANL is proposing for the next 15 years.

LANL states that the expanded operations alternative includes the modernized operations alternative and it responds to feature nuclear security challenges and meets increasing requirements. It also proposes to have construction and operation of new facilities that would expand capabilities that LANL be on those that currently exist. Expanded operations are 50 pits plutonium pits per year to be produced there – 30 pits, 50 pits. And then they would a 927,000 square feet of buildings and operations. Then – and that's the big one, the expanded operations. But under expanded operation there's modernized operations and that would be 2.2 million square feet of new space and then under that is the no-action

alternative which would produce the 30 war reserve plutonium pits per year. So we have about 3 million square feet of new space at LANL and that's when it rains or snows that is going to collect and it's going to come down the Rio Grande eventually whether it goes on the surface or it comes down through all the different layers of geology to this area and that's for the next 40 years or 15 years. We need to look broader.

So our main concern is that the proposed BDD comments which is found in the next to last line in the comment letter, it states, that the Board supports the expanded operations alternatives which includes changes in operations, revised wildland fire, reduction treatment and management of feral cattle. So reducing the wildfire risk and the management of feral cattle are only a little tiny piece of the expanded operations alternative. And it doesn't address the number – the three tiers from the no-action alternative to the modernized alternative to the expanded operations which includes all three.

What I provided here [*Exhibit 1*] is from the summary of the SWEIS is the actual language from that section that describes the expanded operation so that you can see what LANL actually said. And then when you go down here on the actual page of S-12 you can see where the feral cattle and things are – on that's actually on the other sheet. It's on the first page, I believe, yeah, it's at the bottom of the page. The sentence in the comments seems to indicate that the expanded operations are supported by the board and I just want to point out that there's only two things here. This paragraph here, it's S.2.4, talks about the culmination of the three alternatives into this expanded operations. And then if you look on S-12, it says that there would be notable increased in annual electricity and water requirement over this 15 years. So we need to have a more holistic view of what LANL is proposing and the possibility of the need for the Buckman Board to protect the water supplies on the east side of the river at the Buckman and make sure that it's functional so that we're not just focusing – in this case, we're not focusing specifically at Pueblo Los Alamos Canyon. We're looking at the whole river and all of the contamination that has come down and is found in the springs along the west side of the Rio Grande the contamination that is already showing up at the springs of the Rio Grande including Spring 9, Spring 10 further down the river.

The CCNS's recommendation is that there's time, the comments are due April 10<sup>th</sup>. There's time to go back and write fuller comments that demand more protection of the Buckman and the river and the springs and the overall health of the area because, you know, they're talking about big increases – and I really do appreciate in the comments talking about the water rights issues cause that is huge. And just looking at the numbers for the water that they're anticipating using it really challenges under national security whether the Buckman would even be able to operate and take water. So it's bigger than what's been put forward and I think it needs to be strengthened. So thank you.

CHAIR GREENE: Thank you, Joni. Is there anyone else here from the public that would wish to speak to this or just public comments?

NANCY LONG (BDD Counsel): Jay, you are going to be presenting on that.

JAY LAZARUS: I'm speaking as the public right now.

MS. LONG: Oh, okay.

MR. LAZARUS: I know that it is totally unexpected and this is the second time I've done this, Commissioner Greene and everybody else on the Board, thank you.

On behalf of the City of Las Vegas, New Mexico we really want to thank Brad and Jesse for helping the city through their most recent water emergency at 700 6,000 tanker

trucks that filled at Buckman to help the City of Las Vegas. And on behalf of the City of Las Vegas, thank you guys.

CHAIR GREENE: And anybody else in the public that would like to speak.  
Thank you.

[Chair Greene read the agenda captions throughout the meeting.]

**6. Presentations and Information Items**  
**a. Monthly Update on BDD Operations**

MATT SANDOVAL (BDD Operations Superintendent): Thank you, Chair Greene, members of the Board. The memorandum is to update Buckman Direct Diversion Board on BDD operations during the month of March 2025.

The BDD diversion deliveries averaged 1 million gallons per day as follows: raw water diversions, 5.99 million gallons per day; drinking water deliveries through Booster Station 4A/5A, 5.20 million gallons per day average; raw water delivery to Las Campanas at Booster Station 2A 0.59 million gallons per day. The BDD provided approximately 70.5 percent of the water supply to the City and the County for the month of March of 2025.

Then I've also included in your packet the February operations report for your reference. And I'll stand for questions if you have any questions.

CHAIR GREENE: Thank you very much. Since we missed last month, was there any comment from last month that we should have been updated in on part of this operations report?

MR. SANDOVAL: Chair Greene, members of the Board, nothing unusual.

CHAIR GREENE: Thank you.

BOARD MEMBER IVES: Thank you, Mr. Chair. A couple of questions. In terms of the water deliveries, do we have sense of the breakdown of the San Juan-Chama versus native water in terms of those waters coming through Buckman?

MR. SANDOVAL: Thank you, Board member – as far as breakdown per day? I'm not sure I understand.

BOARD MEMBER IVES: Yes, a daily and also a daily calculation.

MR. SANDOVAL: It does change week to week depending on the forecast for the week. And looking at the month of March it was anywhere from 2 to 3 million gallons per day San Juan-Chama. The extent of the rest was native as part of our forecast.

BOARD MEMBER IVES: Just curious because I know the City has a certain portion that it can pull as does the County and the County has a mixture of the native and the San Juan. So I am just always curious about that. There was a question from citizen member Schmidt-Peterson which was, can you describe contingencies for providing water demand from BDD or other sources if one or more of the City or County sources of water is unable to provide its planned supply in what's looking like a dry/warm spring. And that dry/warm spring seems to be reflected on the other charts that are here within the packet.

MR. SANDOVAL: Thank you, can I refer to Jesse Roach.

COUNCILOR ROMERO-WIRTH: Hold on just a second. So is this an appropriate topic? This is a bigger issue than BDD. I just don't know if it needs to be noticed on the agenda to be talking about the water supply overall not just the BDD operations. I am just asking the question.

BOARD MEMBER IVES: I think it is fair because it does relate to BDD operations if there are contingency plans in place.

COUNCILOR ROMERO-WIRTH: Right, but we're talking about the overall water systems and I think the way you phrased it was for the City and the County and we don't have a County representative here from their water division; do we?

BOARD MEMBER IVES: It doesn't look that way.

COUNCILOR ROMERO-WIRTH: This to me feels to me – it's an interesting topic and I'm curious about it but I just don't know –

CHAIR GREENE: Is there a process here that we can forward this on and at least have it reported out? It is an interesting topic and then the goals of transparency to get this sort of thing – if one person is asking, 100 people are asking.

MS. LONG: Mr. Chairman, we could have it as an agenda item at our next meeting if people are available and have it as a separate item so we could have a whole discussion on it and presentation.

CHAIR GREENE: There's a level of I know that this is BDD but there's a level of the two water boards in a way could be reporting on some water things in the future even if it's not related as a sort of mechanism –

COUNCILOR ROMERO-WIRTH: Yeah, Mr. Chair, I just want to make sure that the people who might be interested in this would have notice and would be here to hear what the information is. And that's why we put things on the agenda.

BOARD MEMBER IVES: I certainly have no objection to having a session looking at those issues and understanding what contingencies are being put in place given it's looking like a dry season. If we could add that as an agenda item and make sure we have people here who can address those topics that would be great.

COUNCILOR ROMERO-WIRTH: I also think, Mr. Chair, just that that is a big an important question and I would like the staff to be able to go through that in a coherent way.

CHAIR GREENE: Jesse, do you think you could be prepared for your team by next month and we'll send the request over to our team at the County. Thank you.

BOARD MEMBER IVES: And I'm sure that these contingency plans are being considered so if we could get a fuller presentation and maybe some materials beforehand looking at those issues, that would be great.

CHAIR GREENE: Any other questions? Anybody else for operations? Seeing none we'll move on to 6.b.

#### **b. Report from BDD Facilities Manager**

BRADLEY PRADA (Facilities Manager): Thank you Board members. So we have made significant progress on our MR&R plan. We are moving forward with a procurement process purchasing three different GAC replacements and also two different membrane rack replacements. On the rebuild project, phase II design-build procurement documents have been finalized and distributed to offerors. Responses, including technical solutions, schedules, and cost ranges, are due in early May. BDD and City Procurement have been leveraging the City's established on-call engineering contracts to streamline the process for securing our owners' representative. We are actively negotiating with candidates and expect to finalize the agreement in the coming months.

Good news on the audit, it has been finalized and sent out. Due to conflicting schedules we weren't able to schedule and put this on the agenda but it will be next month.

And as you can see our current job vacancies, we have been filling more than a few. We have also lost a few so we haven't really made much headway in that respect but we are hiring some of these more important roles. And I'll stand for questions.

CHAIR GREENE: Any questions?

BOARD MEMBER IVES: Just one question on the status of efforts to engage an owners' rep in connection with the design work plans going out.

MR. PRADA: I'll defer that to Nancy.

MS. LONG: Mr. Chairman and Member Ives, as Brad mentioned we do have the ability to utilize the City procurement for their on-call engineer contracts. There are several candidates that look very promising. We are moving ahead with one of them in terms of some further negotiations. And we're hopeful we'll have an owners' rep contract for you in the very near future. I would like to say at our next meeting but I don't want to promise that. But we are working on it diligently.

BOARD MEMBER IVES: Okay, thank you.

CHAIR GREENE: Councilor Cassutt, anything from the real world?

COUNCILOR CASSUTT: No, thank you.

CHAIR GREENE: Just to reiterate that owners' rep is probably the most important thing that I see on our agenda right now so expediting that and making sure we get a good one is – it's great to have this on-call person providing those eyes but the earlier that somebody comes on the better the results we'll get on the procurement for the actual engineers. Wonderful.

## **7. Action Item: Discussion Agenda**

**a. Request approval to delegate to the BDD Board Chair to execute an Amendment to the "Memorandum of Understanding between the US Department of Energy, Office of Environmental Management, Los Alamos Field Office and the Buckman Direct Diversion Board Regarding Notification of Streamflow and Water Quality Monitoring in Los Alamos and Pueblo Canyons extending the termination date and allowing additional time to negotiate a new MOU.**

KYLE HARWOOD (BDD Counsel): Good afternoon, Mr. Chair and members of the Board. Thank you. So the recommendation that we're bringing to you this evening is to delegate to the Board Chair authority to entertain a new extension. At this point, we think it would be prudent to have your involvement, Mr. Chair, with our next conversation with our LANL counterparts to try and resolve this issue for the MOU extension and the MOU replacement agreement. I don't know if you want to hear anymore from Jay or I about where we are but that's the gist of the recommendation today for going forward and we'd like to suggest we work with you to get that call scheduled with Jay and I and our counterparts at LANL.

CHAIR GREENE: I'm game for anything like that but I'd also wanted to see if that's – there's been precedent with this and is this typical.

MR. HARWOOD: We've had various Board member involvement with regulatory agencies. I think notably to a series of meetings that we had with senior NMED



staff. We've also had different contact with all different levels of the Department of Energy by prior Board members so it is not outside that set of prior experiences.

COUNCILOR ROMERO-WIRTH: I guess I have a question, Mr. Chair, if that's okay. So this agenda item again, sorry to be -- request approval to delegate to the BDD Board Chair to execute an Amendment to the Memorandum of Understanding; what does that mean exactly? I thought we were extending the -- I know that when I was Chair we extended the time and we were going to have a meeting and there might be some need to sign an agreement to extend the time and so I was granted authority to sign something that we would extend the time. But this seems a little broader in some areas.

MR. HARWOOD: It's intended to be the same authority, Councilor.

COUNCILOR ROMERO-WIRTH: Okay.

CHAIR GREENE: And to sort of clarify; it's just to negotiate the extension or to actually help get over the finish line?

MR. HARWOOD: Both.

COUNCILOR ROMERO-WIRTH: And I guess, I'm just wondering because the last time we did this it was just to extend -- it was just to sign a piece a paper that says, you can extend the deadline and we got the Board's approval for me to sign that piece of paper. We didn't grant the authority to talk to folks at LANL about the agreement and I don't know whether it would be appropriate to have a City representative as well, either Councilor Cassutt or myself. And I see Councilor Cassutt has her hand up. And I'm just curious whether -- again, I haven't seen this and obviously not because this is a new situation.

MR. HARWOOD: I should clarify my answer a moment ago. This specific authority is similar to the one that you were given which is to negotiate and execute an extension not to do a replacement agreement. But when I was answering the question about the nature of the call and the topics on the call it is sort of mapped out the extension, the work that needs to be done for the new MOU and we think that the involvement of Board leadership is appropriate at this time.

CHAIR GREENE: I'm at the top of the pyramid but I also have a vice chair and, you know, if the vice chair with her knowledge of this wants to participate, let's do it. Is that good?

COUNCILOR ROMERO-WIRTH: I guess I would defer to our legal counsel on this.

MR. HARWOOD: It would be just as easy from our perspective, you know, we're going to schedule something with busy people and it's easy to do it with you and Councilor Cassutt, we've got a number of other people who need to be on the call and we would happy to proceed with that.

CHAIR GREENE: Do you want to do it or do you want to defer to her?

COUNCILOR CASSUTT: I'm not here right now so I would meet with her.

CHAIR GREENE: Yeah, she could also delegate to you if she feels like that's --

COUNCILOR ROMERO-WIRTH: I think this one is a little broader than the one we approved last year so it might be good to have us both on the call.

CHAIR GREENE: And, I mean, there's a level of getting me up to speed probably and to really get into the details of this so that we're a little bit more prepared when these things happen. And how much -- this time they're asking for the extension; correct?

MR. HARWOOD: We're still needing an extension. Yes, they've asked for an extension through December.

CHAIR GREENE: Nancy.

MS. LONG: I was just going to point out that and I think that your question answered it or your statement did. There are really two separate things: it's extending the current MOU and then negotiating a new one. So I think first is just to get the extension in place and I understand that LANL is asking for until the end of the year but I would think you would want something shorter to get the negotiations heated up a little bit more so that we can get to a new MOU.

CHAIR GREENE: I agree. I mean that would probably be my first intention with the extension not to go all the way to December but you know September –

MR. HARWOOD: I don't think we meant to use the word "heated" in the fullness of that.

CHAIR GREENE: Yes, with intention.

MS. LONG: That's what I meant.

CHAIR GREENE: Thank you for clarifying. Mr. Ives.

BOARD MEMBER IVES: Thank you, Mr. Chair. Quick question, who is negotiating this on behalf of BDD currently?

MR. HARWOOD: Jay and I.

BOARD MEMBER IVES: Okay. I do not see any reference in this to changing that structure. If there's a request to extend the existing agreement and then also allowing additional time to negotiate a new MOU which is different than saying a whole new negotiating team. I'm trying to really understand what is being sought here.

JAY LAZARUS (Glorieta Geoscience): Chair, Board members and Kyle correct me if I'm wrong, he always does. But what we're looking at here is really just two items that remain on negotiation but they're big items. One is the amount of money that we would be receiving from LANL for our monitoring and the other one is the replacement of the E110.7 gage. Everything else is pretty much agreed on, it's just those two items and they're biggies.

BOARD MEMBER IVES: And I understand that but it didn't answer my question which is, are you proposing to change the negotiation team and how negotiations are being handled as part of this? Because this here doesn't say that to me.

MR. HARWOOD: The intent of the caption, Member Ives, is to give the Board Chair the authority the authority to sign the extension which is the same authority given to Councilor Romero-Wirth at the end of her chairship. The tension what we've requested and what the lab has suggested we think that now is appropriate to involve the Board Chair in resolving that so that we can make the space for negotiating the new MOU that will exceed the current one.

So the agenda item is intended to be a mirror. I think it is a direct mirror of the one that was previously presented. But since this has now become intertwined with different degrees of extension and how that fits into the replacement MOU, that's the suggestion from us today.

BOARD MEMBER IVES: And in the reference here "allowing additional time to negotiate" which is different than changing your negotiating team to include this delegation, it really suggests that you're saying strike allowing additional time. So it's extending the termination and to negotiate the new MOU.

MR. HARWOOD: The intent of that phrase from the prior agenda item and this one is that we need the extension to allow for the time for the new one.

BOARD MEMBER IVES: And I understand that and that's clearly there. But the question of negotiation is –

CHAIR GREENE: So, I think and I don't know actually if we are required to delegate here who the negotiating team is. But if there's a request by you for the some of the Board to be a part of this to sort of get it over the finish line, I think we can take that request and find a City representative and a County representative to be on that without necessarily having an action on that. So really, let's break these things into two and we can then take legal and advisory support to that and take that – so I'm going to break this into two things. First thing, we have request for approval to delegate BDD Chair to execute an amendment which is an extension to this. So do we have a motion to take care of that?

BOARD MEMBER IVES: Move to approve.

COUNCILOR ROMERO-WIRTH: Second.

CHAIR GREENE: We have a motion from Councilor Ives and a second from Councilor Romero-Wirth. Roll call please.

COUNCILOR ROMERO-WIRTH: I'm sorry, just before you do that. Councilor Cassutt did have her hand up. I just want to make sure that whatever questions she had got answered.

CHAIR GREENE: Go for it please.

COUNCILOR CASSUTT: Thank you. I did just want to clarify so Commissioner Greene, you're breaking this into two pieces but right now we have on the caption is only describing the Board Chair and so I just want to make sure that not specifying as we vote having a City representative there that that's not going to impact our ability to do this. So my understanding is that there is a negotiation team that will have a City representative but we are saying here is that as Board Chair it's essentially the ability to –

CHAIR GREENE: Sign the extension.

COUNCILOR CASSUTT: If that is who signs the agreement, okay.

CHAIR GREENE: It's just the extension. We're not going to sign – the agreement will come before us once it's negotiated. But all we're talking about is signing the extension in this motion.

COUNCILOR CASSUTT: Okay, thank you. I appreciate that clarification.

CHAIR GREENE: Yes, roll call please.

The motion passed by unanimous [5-0] roll call vote as follows:

Peter Ives, Citizen Member Alternate	Yes
Commissioner Hank Hughes	Yes
Councilor Jamie Cassutt	Yes
Councilor Carol Romero-Wirth	Yes
Chair Justin Greene	Yes

CHAIR GREENE: I'm going to just let you guys come back to us and say, please, you guys, decide who wants to be a part of this from the City and we'll figure it out on this side as well.

COMMISSIONER HUGHES: So the MOU is going to come back to the full board to approve?

CHAIR GREENE: Absolutely. The final MOU absolutely.

MR. HARWOOD: As it always has.

CHAIR GREENE: Yes.

COUNCILOR ROMERO-WIRTH: Mr. Chair, if I can. I think what our legal counsel is asking for is Board leadership so I think naturally that would be you as Chair. If we want to have a City representative it is me as Vice Chair.

CHAIR GREENE: Okay.

**b. Review and Approval of Buckman Direct Diversion Board Comments on Los Alamos National Laboratory Draft Site-Wide Environmental Impact Statement (EIS)**

MR. LAZARUS: Mr. Chair, members of the Board, Jay Lazarus with Glorieta Geoscience. As part of the 2025 Water Quality Work Plan item #6 on the work plan specified that we would comment on the SWEIS as appropriate focusing on the items.

COUNCILOR CASSUTT: I don't think the mic is on, I don't hear anything.

MR. LAZARUS: Is that better?

COUNCILOR CASSUTT: There it is. Thank you so much.

MR. LAZARUS: Mr. Chair, members of the Board, thank you. Jay Lazarus with Glorieta Geoscience. We're talking about the Board's proposed comments on the SWEIS. Our comments follow item 6 on the 2025 Water Quality Work Plan which was to provide comments on the SWEIS on item that were of specific interest to the Board and specifically affected the Board and they're specially addressing the hexavalent chromium plume, PFAS contamination and water rights. And I don't want to go through and read the whole document but we have limited our comments to those items that are specific to the Board's interest and I'll be happy to stand for any questions or discussion.

CHAIR GREENE: Thank you very much. Commissioner Hughes.

COMMISSIONER HUGHES: Yes, I don't understand why we are supporting the expanded operations alternatives when a lot of times the no action alternative or zero action alternative is just as desirable.

MR. LAZARUS: Because this was the – Chair, Commissioner Hughes, because this was the one alternative that addressed the wildfire risk and feral cattle. Wildfire risk is really important to us.

COMMISSIONER HUGHES: Can we support the wildfire risk without supporting the rest of the expanded alternative?

MR. LAZARUS: If the Board so chooses, yes, we can.

CHAIR GREENE: Yeah, and I kind of like to support that but other questions before I give mine?

BOARD MEMBER IVES: Thank you, Mr. Chair. Again, a question, do we want LANL to more explicitly address legacy contamination that could migrate down to LA Canyon should more big fires occur or at least try and get them to upgrade the early warning system for close down LA Canyon into the Rio Grande?

MR. LAZARUS: Member Ives, members of the Board, I'm trying to remember both of your questions. You are a lawyer and you do compound questions. But the second one specifically, yeah, wildfire risk is for real and we are supporting their efforts to reduce the wildfire risk. I have firsthand experience, Peter and I, with the City of Las

Vegas with what a wildfire did to the Gallinas river watershed so that's why we addressed the wildfire risk in here.

Could you please repeat the first part of that question?

BOARD MEMBER IVES: I said, should we want them to more explicitly address legacy contamination that could migrate down LA Canyon should more big fires occur?

MR. LAZARUS: We could include that. That's not specifically in – I followed the language in the 2025 Water Quality Work Plan looking at the specific concerns that the Board has. If the Board wants us to expand the comments to looking at how legacy contamination may come down LA and Pueblo Canyons and the tributaries, we can add that also.

The SWEIS, with all due respect to all the people that put all this energy into it, it's a big arm wave in a lot of ways. There aren't a lot of specifics to sink our teeth into and we're a little disappointed that there weren't specifics in there for us to sink our teeth into especially as it related to the Board's specific concerns. So we took our specific concerns and tried to fit it into this broad, broad document – I'll put it that way.

BOARD MEMBER IVES: And then do you think it would be worthwhile to ask them about upgrading the early warning systems in some way that would be able to detect and provide information more quickly?

MR. LAZARUS: If you want to – it's not a matter of providing the information more quickly. It's a matter of upgrading the gauge – it would be providing some of that information more quickly depending on how they would do the reconfigured E110.7. We're asking them and – if I'm understanding you – you're right, Member Ives, what you're asking for is incorporating our MOU ask into the SWEIS comments. So if the Board desires that, we can revise this and put that in there.

BOARD MEMBER IVES: It would seem to certainly elevate the result a little bit if we were consistent in several different interactions with them.

MR. LAZARUS: Bear with me as I write a couple of different notes. But, yes, we can do that.

CHAIR GREENE: I believe in consistency.

BOARD MEMBER IVES: Thank you, Mr. Chair.

COMMISSIONER HUGHES: And I would suggest at the same time taking out the support for – the Board supports the expanded operation, just taking that out of the last sentence, the second to the last sentence.

MR. LAZARUS: I just made that note, Commissioner Hughes.

COMMISSIONER HUGHES: Okay.

CHAIR GREENE: Councilor? On the side bench over here, Commissioner Johnson? Councilor Cassutt?

MR. LAZARUS: If I may, Mr. Chair, comments are due one week from today and we wanted to make sure that – and this is one of those rare occasions where we're actually on time. But this is also structured for all of the Board members to sign the documents. So in terms of the mechanics of making those changes, getting Board approval and getting all of the members to approve it, I'll do whatever the Board wishes but we need to understand how the mechanics are going to work a little bit on this.

CHAIR GREENE: Nancy.

MS. LONG: I was just going to note, Mr. Chairman, that the Board should approve it now with the changes that have been recommended so that that action, if that's what your inclination is to approve it, that should go ahead and get done tonight. And then the letter can be circulated for signature. We'll find a way to do that.

COUNCILOR ROMERO-WIRTH: Mr. Chair.

CHAIR GREENE: Yes.

COUNCILOR ROMERO-WIRTH: Is there a way on the last sentence, so it says, the Board supports expanded operational alternative which includes changes in operations, revised wildland fire risk reduction treatment and management of feral cattle. But we are concerned about wildland fire risk reduction treatment and the management of feral cattle, so is there a way to say that without –

CHAIR GREENE: Endorsing the –

COUNCILOR ROMERO-WIRTH: -- yes, endorsing the operations alternative?

MR. LAZARUS: Councilor Romero-Wirth, we could just take out the language that says "expanded operations alternative" and wordsmith it appropriately. But take out those few words and if I'm not putting words in Commissioner Hughes's mouth, I think that is what he was looking for.

COUNCILOR ROMERO-WIRTH: Right, except he worded it as take out the last sentence which I think the whole memo is around, well, not the whole memo, but, makes these important points which are our concerns and –

COMMISSIONER HUGHES: No, I meant what he said.

COUNCILOR ROMERO-WIRTH: Okay.

COMMISSIONER HUGHES: To say the Board supports changes in operations to reduce the revised wildland fire risk etc.

CHAIR GREENE: And I would advise some highlighting of that and sort of calling out that this should be part of a no alternative – right? No growth or modernization, whatever it is, these things should be happening regardless of whichever way they go.

MR. LAZARUS: Would it, Mr. Chairman, would it be okay with the Board to have language saying, regardless of which alternative the lab proceeds with –

CHAIR GREENE: These are our priorities and a, b, c.

MR. LAZARUS: Exactly, but only for this wildfire section.

CHAIR GREENE: And the feral cattle. The things that would protect our water at the BDD that regardless of their choice of how they expand or don't expand or modernize.

MR. LAZARUS: We can do that.

CHAIR GREENE: Wonderful. And so, you know, in this the wildfire passage, I think is fabulous/fine, but if I were drafting this I would put an inclusion paragraph after this that then restates everything, you know, stated, restated, tell me a third time just in case I missed it, and put the sort of summary of all of these recommendations including, you know, that last sentence is almost the conclusion but it's buried under wildfire. So another paragraph comes in and says, in conclusion the Board of the BDD says these are the important things and despite your/our arm waving these are the most important things.

MR. LAZARUS: Chairman Greene, would it fulfill your request if we instead of conclusions maybe say recommendations?

CHAIR GREENE: Sure. Just summarize everything into a short paragraph that says the most important things a third time.

MR. LAZARUS: We can do that.

CHAIR GREENE: Thank you. Councilor Cassutt; anything?

COUNCILOR CASSUTT: I'm okay, thank you.

CHAIR GREENE: Anybody else have anything?

COUNCILOR ROMERO-WIRTH: Move to approve as we've outlined.

COMMISSIONER HUGHES: What's the other change besides the one we've talked about that I suggested?

COUNCILOR ROMERO-WIRTH: A summary of the points that are being made.

COMMISSIONER HUGHES: Right and then was there another change too?

MR. LAZARUS: -- contaminant, wildfire, remobilizing legacy contaminants in LA and Pueblo Canyons if I got that right.

BOARD MEMBER IVES: Upgrading the warning system.

CHAIR GREENE: And quantifying – I don't know what's in there but it would be good to know.

MR. LAZARUS: In terms of a contaminant inventory that is something that the lab is doing, albeit at lab speed.

CHAIR GREENE: I would encourage an expedited – I would then add an expedited –

COUNCILOR ROMERO-WIRTH: Which is warp speed [laughter]

CHAIR GREENE: We have a motion and do we have a second out that?

COUNCILOR ROMERO-WIRTH: So moved.

COUNCILOR CASSUTT: Second.

COMMISSIONER HUGHES: Second.

CHAIR GREENE: So we have a motion from Councilor Romero-Wirth and I heard Councilor Cassutt before Commissioner Hughes. So with those corrections we will get it edited and redrafted in the next few days. Roll call please.

MR. LAZARUS: Before you do that, I'm sorry. Mechanically, how do I do this? Who do I push it to? Do I get it to Nancy and it will be distributed.

MS. LONG: We'll figure it out.

CHAIR GREENE: We'll figure it out. Nancy and I will figure it out.

The motion passed by unanimous [5-0] roll call vote as follows:

Peter Ives, Citizen Member Alternate	Yes
Commissioner Hank Hughes	Yes
Councilor Jamie Cassutt	Yes
Councilor Carol Romero-Wirth	Yes
Chair Justin Greene	Yes

**c. Request for Approval of Buckman Direct Diversion Board Policy  
Addressing the Tapping of BDD Transmission Lines.**

CHAIR GREENE: Jesse, please.

JESSE ROACH (City Interim Public Utilities Department Director): Chair Greene, members of the Board, the BDD includes two transmission lines that we refer to as 4A and 5A which deliver finished water to the City and County potable distribution systems. There is no formal policy in place for considering and approving new connections to these lines. The policy proposed here requires BDDB approval of new connections to these lines, specifies that those connections can only occur at locations where tees and valves were installed during transmission line construction, and lays out required specifications for said connections.

The policy itself is quite short, so I think I'll go ahead and read that and then I'll stand for questions. There's additional background information in the policy but the policy itself says, No connections will be allowed to the BDD 4A transmission line. All future connections to the BDD 5A transmission line will be solely through the use of the existing blind tees. Any connection proposing to tap the BDD 4A transmission line or BDD 5A transmission line without using an existing blind tee is prohibited. Connection to the 5A transmission line at a blind tee will require BDD Board approval of the connection, adherence to BDD connection specifications and installation of a master meter to BDD specifications. Once the connection and master meter have been inspected and accepted by the BDD Facilities Manager, the master meter will be dedicated to, and become part of, the BDD Project. BDD connection specifications and master meter specifications are included as a drawing with notes for either 6 inch or 8 inch master meters as an attachment to this policy.

I've also provided a map that gives a visual to the table in the policy that explains where the blind tees are and I apologize to Councilor Cassutt, this is a last second map development and there are hard copies in the room and we will attach a copy of this to the policy for purposes of clarification. With that, I would stand for questions.

COUNCILOR ROMERO-WIRTH: I would move to approve the policy.

COUNCILOR CASSUTT: Second.

CHAIR GREENE: We have a motion from Councilor Romero-Wirth and a second Councilor Cassutt. Any discussion? Yes, sir.

BOARD MEMBER IVES: Thank you, Mr. Chair. Just that the only map I have is a sort of engineered drawing of –

MR. ROACH: I apologize. There weren't quite enough to go around but there should be one there that you can share with Commissioner Hughes. And I guess while you're looking at it and familiarizing yourself with it, I will say that this is explained a little more fully in the policy but this policy essentially says that the 4A line can be tapped. So the 4A line goes from the Buckman Direct Diversion to the 10 million gallon tank in the La Tierra open space. It is our policy that that line should not be directly tapped. The distribution lines that come back from the tank are how people get that water. Now, of course, anything could be done by this Board but it would require a different motion. By policy we would say not and that you have to figure out a way to ask for a special exception.

BOARD MEMBER IVES: I don't know how the original 10 tees were identified or what potential development there was around the city at that point in time. I guess I have a lot of questions about how all of that developed where we're at at this point around the city that I would need to understand better before saying let's prohibit other taps. We know we have the housing shortages and crises and there's land that can be developed likely along these corridors. So, I'm not ready to vote in favor simply because I think there's



more information we need to know before saying, no, you can't do this. And I realize that could be changed but once you put something in place it's a lot harder to change it.

MR. PRADA: Mr. Chair, may I say something?

COUNCILOR ROMERO-WIRTH: And I have something to say as well.

CHAIR GREENE: Yes, go ahead.

MR. PRADA: The way the 4A line functions we just can't tie into it the way that it functions. The 5A line is run by pressure so that means we can tie into it. So to reiterate what Jesse was saying, is that it would take massive engineering maybe even a booster station, something like that, to tie in to the 4A line. It's just the way it functions.

COUNCILOR ROMERO-WIRTH: Mr. Chair.

CHAIR GREENE: Hold on. So is your question based on the 4A line or just on what you're seeing with the 5A line?

BOARD MEMBER IVES: Really both because, again, I didn't have the map. I sort of saw this but had no idea where these tees were or in fact where these lines were running. I'd just like to understand all of that better against the background of city development generally.

COUNCILOR ROMERO-WIRTH: Can I put a frame around this. I think that it is important to remember that BDD is a wholesaler; right. And in terms of your question which I think is focused on the development needs of both the City and the County, there are other ways to tap into those water systems without tapping in to how we deliver wholesale water to the partners. So I think this is – and maybe Director Roach, with that lead in, can help us better understand why it's really important that we have this policy.

MR. ROACH: Chair Greene, Member Ives, Councilor Romero-Wirth, thank you. I would say that in best practices you have transmission lines – like with electricity, frankly – you have transmission lines that move bulk water around to storage tanks and then you have distribution lines that customers can tap into. I think that also as a wholesaler, in a perfect world there would only be transmission lines going from BDD to the distribution network. In the case of 4A we decided, somebody decided and I don't have the context that you're asking about on how they decided where to put the blind tees on 5A, but in terms of 4A the decision was made to take this water to the tank and there's also one other potentially – there's a booster station along the way where water potentially could be split out to the County. But the decision was made that that's sufficient and we won't tap for distribution.

I would say that if someone has a development that really has a good reason that they want to tap into a line somewhere on 4A or somewhere on 5A where there is a tee already, then they can come to the Board and make their case. But they can't go through a simple process of, yeah, we would like a connection at this tee. So I would highly discourage any policy that allows an ad hoc connection to either of these transmission lines for reasons that are laid out in the policy itself.

COMMISSIONER HUGHES: My question is very simple, can you explain this map a little bit. Where is line 4A?

CHAIR GREENE: 4A is not on that map. 4A goes up and off the map to the upper right. This is as much as I've learned.

COMMISSIONER HUGHES: So this is all 5A?

CHAIR GREENE: All 5A and this goes – so that goes south to the County lines –

COMMISSIONER HUGHES: Yeah, I see that. What's #1 is that a water tank?

MR. ROACH: Chair Greene, Commissioner Hughes, I apologize for the lack of clarity. We can improve on this map. This is hot off the presses. To give you a little more context, the Buckman Direct Diversion Water Treatment Plant would be just off the map on the upper left. And, in fact, at that point #1 is, and Brad can correct me although he doesn't have the map, is where 4A and 5A split. And 4A goes north and connects to the 10 million gallon tank. 5A continues south along the Caja del Rio Road until it hits 599 which is on the border of the – the hash line there is the City limits. So this is all showing the 4A line with the numbers calling out where blind tees were established on that line and this policy recommends that that's where connections can occur and it would be a relatively simple process for somebody who would propose a connection at one of those locations.

COMMISSIONER HUGHES: Thank you.

CHAIR GREENE: Thank you, Jesse. Councilor.

COUNCILOR ROMERO-WIRTH: And I guess just to underscore our facilities manager's point, I think the reason why you would want somebody coming to the Board is that this does have real implications for how the system works and we would want to understand the pros and cons of any connection made and we don't want that administratively approved. We want this Board, if there were somebody who wanted to do that to come here and have staff help us understand why it is or isn't a good idea. I think really what we're doing is protecting the system so that it can best deliver to the partners who then deliver to their communities whether it is Las Campanas, the County or the City.

MR. ROACH: That's well stated and I would like to make a couple more points of clarification while we're into this. There already are connections at point #4 which is Wildlife Way – sorry, at point 3 which is Wildlife Way. Point 4 which is the archaeology building, point 7 which is the County Public Works Complex. So these connections have already been made at these locations at these tees. We haven't had a formal process in place and I haven't been around for the administration of any of those connections but they are occurring. These are also large-scale investments for the [inaudible] and the master meter that go in here to the tune of half a million dollars. And my understanding, and again, this is just my understanding and I could be wrong, I believe that although there is a blind tee at #5, the Animal Shelter, it was cheaper for the County to connect to their distribution lines off of line 4 that then went under the road and serve the Animal Shelter because it is a huge endeavor to tap into these transmission lines and we shouldn't lightly. We will always, our staff recommendation will always be not to tap into these lines if there's any other alternative. No there may be situations in the future that were unanticipated by the planners of this line that mean that we do need to consider that but we will not take that proposal lightly.

BOARD MEMBER IVES: So, are you getting request then to tap into these lines?

MR. ROACH: Yes, the next agenda item will be a request that I have to tap into this line.

BOARD MEMBER IVES: And is it at one of these points?

MR. ROACH: It is.

BOARD MEMBER IVES: So the only entity asking to tap into the lines is City of Santa Fe?

MR. ROACH: Well, most of these connections really will serve the County. The one I'm going to ask about is at point #2 and it will be to serve the City's golf complex but most of these other connections off of the 5A line would serve potential County development.

BOARD MEMBER IVES: And 4A and the water tank you referenced, what are served by line 4A? There don't appear to be any taps on 4A; is that true?

MR. ROACH: And to answer the question, we will – we'll see if we can fit the 4A line and the 10 million gallon tank on this map, the next iteration of this map. The City and the County serve customers from the 10 million gallon tank most notably all of Las Campanas is served off of the 10 million gallon tank. So 4A and 5A serves both City and County via that distribution point.

BOARD MEMBER IVES: And, again, I just have more questions about how exactly the system is structured and a more complete map. So I am frustrated to the point where I would take note.

CHAIR GREENE: So I think that for the purposes of growth and for the purposes of a system, the system says don't tap in; right. And this is a recommendation based on experts and engineers and then there are probably plenty of taps for us to work within. So the 10 million gallon tank can deal, for instance, the northwest quadrant or Las Campanas or Tano Road or any growth that is happening gravity fed from there or even with pumps in the north side of Santa Fe. And this line 5A ends up dealing with the west side and south side of Santa Fe and allows for Eldorado and the Community College District to get water through that extension in that system; is that correct? So that's to explain a little bit. To the point where growth is going to happen but growth shouldn't happen by just these taps without coming to us which is really the main point of this.

COUNCILOR ROMERO-WIRTH: Right, and I guess I would just add, we're protecting the overall integrity of our facility here and its ability to deliver water to the partners who then will deliver water for growth to its customers.

CHAIR GREENE: And any major growth or recommendations. Any growth would go probably through the City's Planning Commission or the County's Planning Commission and then if they needed to have a recommendation for a new tap into this, it's a heavy lift, but it should go before City or County boards and say, look we've got letters from the Planning Commission or from the Commission or the Council, can we ask the BDD to do that. And then at that point, to allow hurdles and review before we actually get an administrator that decides on one page to do this –

COUNCILOR ROMERO-WIRTH: Yes, and I would add to that, it's not just about the City and County boards or the developers who are coming to ask for this but it's also hearing from our staff and our engineers that it'll do no harm and that it will – again, I think we're just protecting the integrity of the infrastructure that we have and our ability to serve the partners that are part of the Buckman Diversion.

MS. LONG: Mr. Chair, before you call for a vote I just wanted to point out that we will be changing the effective date at the top of the policy. This was obviously prepared for our last meeting that was cancelled due to the wind. So we'll change the effective date to today's date if there's a favorable vote.

CHAIR GREENE: Can we get that included in the motion just to make it –

COUNCILOR ROMERO-WIRTH: Do you want that as a motion?

MR. ROACH: And does it matter because no request came?

MS. LONG: It needs to reflect the date that the Board adopts the policy and that's today.

COUNCILOR ROMERO-WIRTH: I'll just amend my motion to approve this new policy and ask that it be dated as of today.

CHAIR GREENE: Councilor Cassutt?

COUNCILOR CASSUTT: Yes, I agree as the second.

CHAIR GREENE: Wonderful, great. Roll call please

The motion passed by [4-0] roll call vote as follows:

Peter Ives, Citizen Member Alternate	Abstain
Commissioner Hank Hughes	Yes
Councilor Jamie Cassutt	Yes
Councilor Carol Romero-Wirth	Yes
Chair Justin Greene	Yes

**d Request approval to add a connection for the Marty Sanchez Golf Course to tie into the 5A transmission line.**

MR. ROACH: Chair and members of the Board, I am sorry that this memo did not make it into the packet. I'm going to read the memo, a short memo, into the record for consideration by the Board. The item is BDD 5A transmission line connection for the Marty Sanchez Golf Complex. Background: the Marty Sanchez Golf Complex would like to use utility water instead of an on-site well for domestic purposes and have access to high-pressure potable water for turf irrigation needs in the event of an emergency disruption to effluent or raw water resources. The 5A transmission line runs adjacent to the complex. The request is for approval of a City of Santa Fe connection to the BDD 5A transmission line at the blind tee on 5A near County Road 69 as shown on the BDD Water Treatment Plant Raw Water and Finished Water Pipeline record drawings, sheet #45. Connection and master meter installation will be made to BDD connection specifications pursuant to the BDD Board policy for tapping BDD transmission lines.

CHAIR GREENE: Are there any questions about this? I've got a question, is Marty Sanchez using effluent now? Has that been restored or was that cut off?

MR. ROACH: Chair Greene, they did update their ponds and for a time they did not have access directly to effluent so they were trucking potable water in during the winter for the greens only. But they're on schedule to begin their true irrigation this season with effluent and the wastewater treatment plant is in compliance for delivery of that effluent.

CHAIR GREENE: So this is an emergency plan purely as a back up?

MR. ROACH: Correct and I will say that the water division takes this very seriously that we do not want potable water to be the easy button at this golf course but there is a huge amount of infrastructure there that we want to have the ability to maintain in the event of an emergency. And I will say that plan A is the effluent. Plan B is raw water that due to our very helpful partners at Las Campanas have helped us find a way that in the event that effluent is not available there is a way that we can get raw water from 2A through Las Campanas' system into that system. So that's plan B and then plan C is emergency only potable water.

CHAIR GREENE: The system for raw water is in place or needs a little bit of

MR. ROACH: It exists. It's not perfect. It could be improved and a formal agreement fairly compensating Las Campanas for the use of their equipment is not yet in place.

CHAIR GREENE: And Marty Sanchez is pretty close to BDD so couldn't we run raw water from BDD to Marty Sanchez with our own system without having to –

MR. ROACH: That is potentially possible but I think it would be far more expensive than working out an arrangement with Las Campanas that fairly compensates them for the use of their infrastructure and a tie-in that was made to allow us to essentially take water on the way to the Las Campanas and move it in to the pipeline system that is utilized by Marty Sanchez and the Soccer Valley and as a matter of fact, it could go all the way to Swan Park.

CHAIR GREENE: And is this going to be able to be used on Soccer Valley as well, this Marty Sanchez tie in?

MR. ROACH: No. Well, sort of creating distribution lines or a different connection, this specific connection at the moment is not envisioned to serve the Soccer Valley.

CHAIR GREENE: And is this agreement between Marty Sanchez and BDD, in this case, exclusive and so Marty Sanchez couldn't resell water?

MR. ROACH: Marty Sanchez is a customer of the City Water Division. So just like any customer they can't take the water and resell it.

COUNCILOR ROMERO-WIRTH: So if I can, Mr. Chair, I think the agreement is between BDD and the City for the tie-in, not Marty Sanchez. Marty Sanchez is the City and the City has a contract for Marty Sanchez's operations.

CHAIR GREENE: Okay, I get it. Okay.

COUNCILOR ROMERO-WIRTH: Move to approve.

CHAIR GREENE: More questions?

BOARD MEMBER IVES: Thank you, Mr. Chair. How much water does Marty Sanchez use every year?

MR. ROACH: For irrigation purposes?

BOARD MEMBER IVES: Any and all purposes. I assume irrigation is the primary.

MR. ROACH: I don't have those numbers off the top of my head by right now their domestic use is met by a single on premise well and so I'm guessing it's on the order of less than 10 acre-feet. Whereas, their golf course irrigation operations with effluent are orders of magnitude larger than that and we, as I mentioned, this is in some sense we think of this as a fire service almost. It's there for emergency but we do not want to use as the easy option.

BOARD MEMBER IVES: Understood. I would simply like to know what their annual usage is if that can be provided.

MR. ROACH: I won't put you on the spot, Tom. Tom probably knows but I won't –

CHAIR GREENE: He's grabbing the microphone; do you want to say something?

TOM EGELHOFF: I would guess probably 475 acre-feet a year, something in that area. I would add that in emergency situation they are using the fire hydrants already. So that's happened already. They're using Buckman Well water already in an emergency.

MR. ROACH: So, Chair Greene and member Egelhoff, I appreciate you mentioning that and I think for the context of the Board, especially the new members, it is worth mentioning that at the moment – when we were talking about the tee to the 5A transmission line at Wildland Way, that serves County customers along that road and we have created, we have a potable fire hydrant there and then across the fence we have a non-potable fire hydrant that connects to the effluent line. So as Tom mentioned in times of emergency the way we have gotten potable water to the golf course is by connecting those fire hydrants with a back-flow preventer between them. And what that did, it does deliver the potable water but it goes to a pond and it's not pressurized. So that's the reason for desiring that if we're going to have to use potable water anyways, if it's pressurized they can directly run the sprinklers with it they don't have to store it in a pond.

CHAIR GREENE: Do you have a motion?

COUNCILOR ROMERO-WIRTH: Move to approve.

COUNCILOR CASSUTT: Second.

CHAIR GREENE: Thank you Councilor. Councilor Romero-Wirth with the motion and Councilor Cassutt with the second. Roll call please.

The motion passed by unanimous [5-0] roll call vote as follows:

Peter Ives, Citizen Member Alternate	Yes
Commissioner Hank Hughes	Yes
Councilor Jamie Cassutt	Yes
Councilor Carol Romero-Wirth	Yes
Chair Justin Greene	Yes

**e. Request for Approval and Recommendation to Santa Fe County Board of County Commissioners and City of Santa Fe City Council to Approve the Fiscal Year 2026 Buckman Direct Diversion Operating Budget and Other Fund Contributions**

MR. PRADA: Chairman Greene, this is Kurt Traverse, he's been helping in the interim.

CHAIR GREENE: Can you introduce yourself beyond what Brad said and give us a little bit about – are you a consultant? Are you part of the City on loan? Are you – tell us where you're coming from.

COUNCILOR ROMERO-WIRTH: And make sure you speak into that mic. You're tall you can put it up on the edge there but in order for Councilor Cassutt to hear you, you've got to really be talking into it. Thank you, Mr. Chair.

KURT TRAVERSE: Thank you, Chair Greene and members of the Board. My name is Kurt Traverse. I am with CliftonLarsenAllen who is the accounting support group. We are brought in to provide assistance support continuity in those instances where BDD's accounting function may have an interruption which is what we're currently in right now and why I am here today.

In your packets you will find a 12-page summary of a proposed budget with a cover on top. We'll talk through the various major sections of it but I did want to mention that this was prepared using the same methodology, the same files as BDD has done in the past years so there's been nothing new brought into this preparation.

BDD is pleased to present the proposed Buckman Direct Diversion Annual Operating Budget for Fiscal Year 2026 along with proposed contributions to the Major Repair & Replacement Fund. This proposed budget accounts for all projected necessary costs to meet the Board's service level objectives and to continue to provide high quality water to your partners. The BDD staff actively worked with its partners on developing this budget particularly on water estimates which makes the basis of our cost-sharing structure.

We'll start by looking at budget highlights from the memo. In that we have \$8,786,157 for Fiscal Year 2026 Operations. Of that, \$8,570,157 is for Partner Reimbursements; \$120,000 is from PNM Solar Rebate Revenue; and, at the moment we have \$96,000 for Federal Funds reimbursements from the grants and of course we'll see how that goes as we move through. Fiscal Year 2026 Budget Request increased by \$273,810 from the Fiscal Year 2025 Adopted Budget. The Emergency Reserve Fund is fully funded to our target balance of \$2,000,000 and the Major Repair & Replacement Fund has \$1,786,676 as requested contributions.

We'll go through the budget packet itself. I call attention to page 2 which is the total proposed fiscal year operating budget broken out by partners and by third party reimbursements and it gives you a sense of partner and third party reimbursement percentages that contribute to this operating budget. On page 3, we start to breakdown expenditures by categories. As you can see, personnel costs are a little bit less than half of the total operating budget. If we move to page 5, this compares the operating budget compared to fiscal year 25's adopted budget and the results of fiscal year 2024. This in particular is a nice piece of work in looking at it as an accountant. So this is what we like to do. As you can see that 273,810 increase from prior year adapted budget, the major component of that is chemicals. One of the reasons that that went up high this year is that we have not touched the budget which was set at a little over 400,000 for a couple of years but costs have increased in last fiscal year 23 and all the way through fiscal year 24. Now we're trying to reset that. So where you see in fiscal year 24 the actuals were 620,000, the budget was 420,000. This year I'm looking at an extrapolated and it looks like they'll be about \$600,000 again. So that's why we increased that.

If we go to page 6, this is the summarized cost sharing in partner volumetric estimates. These are the basis of how we do our cost sharing allocation. Not much change on this one but down on the bottom of the page you'll find the Fiscal Year 2026 estimates.

If we go to page 9, this is where we have the Emergency Reserve Fund. There's no changes. Only again, we increased about 80,000 from interest on that fund. If we go to page 10 and 11, this is where we have the Major Repair & Replacement Fund details. This shows our projected fund balance, where we ended June 30, 2024, the contributions approved for the 2025 plan, the funds authorized for expenditure which would include not only in 2025 but any carry over from funds that weren't expended in prior years and then also the 2026 proposed contribution of 1,786,519. With the approval of this contribution and no additional authorizations, the fund balance will be 4,660,588 for Fiscal Year 2026.

Page 11 is that detail behind the MMRF projects. And then I'd like to finish up on page 12 which just summarizes the funding allocation by partners and this is the final request

Operating Fund and Major Repair and Replacement Fund, 0,572,676. And I would be happy to assist the Facilities Manager and stand for any questions.

CHAIR GREENE: Thank you for that presentation, welcome to the team. You know we're hiring.

MR. TRAVERSE: I have heard that.

CHAIR GREENE: Go for it.

COUNCILOR ROMERO-WIRTH: Since we have a lot of new members, I don't know who can best speak to this, maybe Nancy, about how this process works. I could do but maybe it's better if you do just in terms of we're seeing this and then what happens? We're going to see it again and just on how this process works.

MS. LONG: Yes, Mr. Chair and Councilor, the details of how the budget gets presented and approved by each respected body is contained in the Project Management Fiscal Services Agreement. But what you do here is you're approving the budget but you're also recommending the budget to the respective bodies of the City and the County, governing bodies of the City and the County, for their consideration and approval so it can be placed within their budgets that then go out for approval beyond them. Once we get word back here that the budget has been approved, if it has, most years it does come back just as we have recommended. I think there was one year there was some change that was made but then it is presented back to you for final approval of the budget after it's been considered by both bodies and adopted by them. That way it gets put in the budgets of the County and the City.

COUNCILOR ROMERO-WIRTH: And just to add to that, I think one of the other things that I don't believe is in here, the employees of the facility are City employees and because the City's budget has not yet been finalized and/or been released any raise for City employees would need to be added to this budget if there is one. Historically over the past handful of years that I've been involved there has been one. So I believe, I don't know how you – did you just keep that flat in this budget or what is reflected here?

MR. TRAVERSE: So that is relatively flat. We did use the City's provided through the HR Department about the list of employees and the current wages. So this does not have any increase in it.

COUNCILOR ROMERO-WIRTH: That's what I would expect. But just so the Board knows that is something that once the City's budget is finalized would need to be reflected and will be reflected when it comes back for final approval.

CHAIR GREENE: Thank you for clarifying that and that was my understanding. I would say that not this time it's too late for that but next time it would be great to have some sort of, I wouldn't call it risk analysis but just an understanding what flat wages would be. This is presented as flat wages and here's what CPI was and so CPI says maybe last year the City gave wages based on CPI so we can expect this because flat probably doesn't happen, right. And then if the City decides to be unbelievably generous and goes above CPI then that could be sort of gauged with CPI+. But great, thank you. And Councilor Cassutt.

COUNCILOR CASSUTT: Thanks, on that note that Councilor Romero-Wirth mentioned salaries, we are scheduled to implement the next phase of class and comp, so that is something that we had previously decided on and stated it was going to happen. When you spoke to HR, were they looking at current salaries or had they already incorporated the plan for class and comp to the next phase of class and comp to go into effect.



MR. TRAVERSE: My understanding is it is current salaries as of February. So the date is really from February.

COUNCILOR CASSUTT: Okay. Thank you, I appreciate that.

BOARD MEMBER IVES: Thank you, Mr. Chair. Actually, I wanted to go back to page #1, down at the bottom of that second column to the right, you state 36 FTEs and 19 vacancies; is that 19 vacancies of the 36?

MR. TRAVERSE: That is 19 vacancies of the 36 positions for FTEs.

BOARD MEMBER IVES: And then on page 3, you pointed out personnel. Does that personnel number include full funding for all 36 FTEs or how is that done?

MR. TRAVERSE: Yes, those vacancies are all fully funded, salary determination by the position number and, again, there's a range of positions including all benefits. So even though – and actually this number may have changed. Again, we're working off the City's February data file and I know that we've lost people since then and I know that we've also brought in some new people too.

MR. PRADA: No, Commissioner, no it's not exactly that number. If you wanted something we could provide it. It's close to it if it's not.

BOARD MEMBER IVES: Part of the reason I ask is because earlier in the evening we covered your report which noted that there were 10 positions that the City was trying to fill and they were in various stages and this is the first suggestion that I've seen that there are actually 19 and it sounds like there might have been a few additional losses. So I'm just trying to figure out the greater thing on the staffing.

MR. PRADA: Member Ives, one number to pay attention to that line on my report that has a ladder on there so there are numerous positions in that ladder for operations and equipment – so that's why there's a discrepancy.

BOARD MEMBER IVES: Okay, so how many positions totally are reflected there?

MR. PRADA: I'd have to go back and get the for-sure number but numerous.

BOARD MEMBER IVES: And I suppose a different way to ask that is simply, are all of these vacancies in process of being advertised for fill?

MR. PRADA: Absolutely.

BOARD MEMBER IVES: That's all I'm looking for. Thank you.

CHAIR GREENE: Councilor.

COUNCILOR ROMERO-WIRTH: I just want to go back to the chemicals. So we have had to cover the increase in chemicals but we didn't – so I'm a little confused about how you explained that. We haven't made – the increase hasn't been reflected in the budget as it's passed but the cost has gone up and we've had to cover that over the years. Am I – and maybe we approved that covering the increase as one-off votes. Am I remembering that?

MR. TRAVERSE: I would have to look further into that. There is a budget process in the accounting software or covered by range, so it's not a one-to-one where we have one accounting line with a budget and you cannot go over that. It's a range of budget and within that there have been and obviously we have vacancy savings over the years. We've had that every year and that's detailed on one of the pages showing the prior year results. So that's how we've gotten through that for Fiscal Year 24 also for 25, is that costs are down in other areas and that allows us to withstand the increase in chemicals.

COUNCILOR ROMERO-WIRTH: Okay, that's helpful because I do think that is one area that we obviously don't control very critical to our operations and it has been something that has occurred every year since I've been on this Board.

CHAIR GREENE: Do we do a BAR on those things when that happens?

MR. TRAVERSE: That is not a BAR, no. So a BAR would be a standing request from your budget itself. Again, these are allocations within the overall budget. We are not asking for additional budget it is just moved to cover those.

CHAIR GREENE: When you move from vacancies which is staffing to chemicals there should be some –

COUNCILOR ROMERO-WIRTH: I think it's called TBARs –

MR. TRAVERSE: Oh, it is a TBAR, yes.

COUNCILOR ROMERO-WIRTH: -- and it doesn't require the Board's approval. They can do that. But when you're moving, if you're doing a budget adjustment request, that's a different thing and that would have to come in front of us.

CHAIR GREENE: Okay, thanks for the clarity. Any other questions out there?

1. **Presentation of the proposed FY2025 BDD Operating Budget and Other Fund Contributions.**
2. **Public Comment**

COUNCILOR ROMERO-WIRTH: Move to approve.

CHAIR GREENE: Thank you very much.

COUNCILOR CASSUTT: I'll second.

CHAIR GREENE: Thank you. Councilor Romero-Wirth with the motion and Councilor Cassutt with the second.

MS. LONG: Mr. Chair, before you take a vote on that motion, if you could just ask if there's any public comment on the budget. It's contained in our PMFSA, so we added that in there.

CHAIR GREENE: Thank you for reminding me. Is there anyone in the public that would like to speak or comment on the budget? Thank you, Nancy. I see none in the room and nobody on line.

The motion passed by unanimous [5-0] roll call vote as follows:

Peter Ives, Citizen Member Alternate	Yes
Commissioner Hank Hughes	Yes
Councilor Jamie Cassutt	Yes
Councilor Carol Romero-Wirth	Yes
Chair Justin Greene	Yes

## 8. **Matters from the Board**

CHAIR GREENE: Councilor Cassutt.

COUNCILOR CASSUTT: I just want to thank everybody for the rigmarole in getting me this link. I really appreciate it and glad I was able to stay for the full meeting. Thank you all and I know it wasn't easy and I very much appreciate everybody who contributed to that.

CHAIR GREENE: Thank you, Councilor. I'd like to say two things. Thank you for allowing me to be the chair and this is my first meeting as chair and it is an honor to be here. But most importantly for all of us in the room, we just passed our 20<sup>th</sup> anniversary so happy birthday to BDD. So as a note, we should have cake but we had it at the last meeting and you all didn't show up so I ate it [laughter] but congratulations to BDD.

9. **Next Meeting**: Thursday, May 1, 2025 at 4:00 p.m.

10. **Adjourn**

Chair Greene adjourned this meeting at approximately 5:50 p.m.

Approved by:

---

Justin Greene, Board Chair

Respectfully submitted:

Wordswork

**ATTEST TO**

---

KATHARINE E. CLARK  
Santa Fe County Clerk

**D R A F T**

**- subject to approval -**

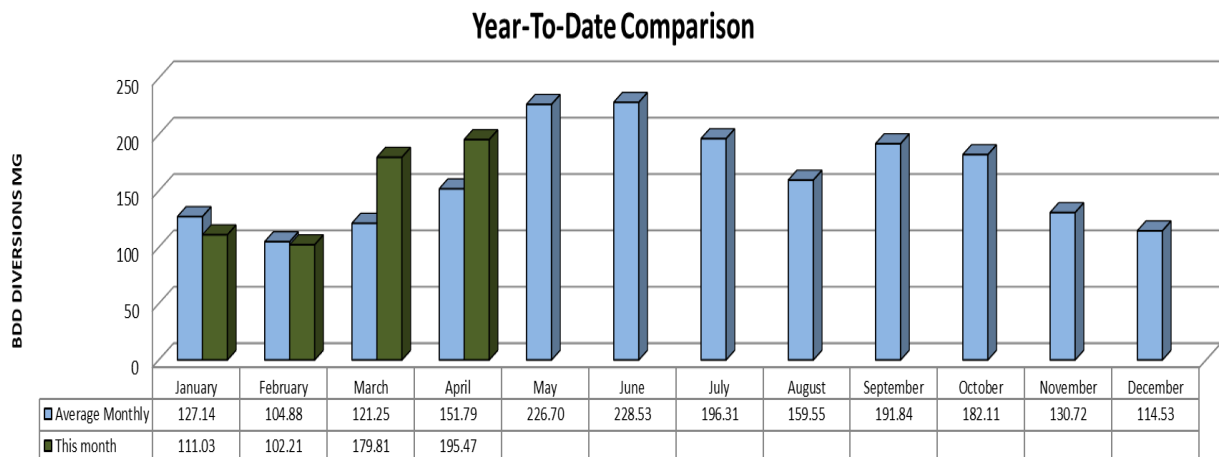


**Date:** May 1, 2025  
**To:** Buckman Direct Diversion Board  
**From:** Matthew Sandoval, BDD Operations Superintendent  
**Subject:** Update on BDD Operations for the Month of April 2025

---

**ITEM:**

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of April 2025. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD), as follows:
  - a. Raw water diversions: 7.24 MGD
  - b. Drinking water deliveries through Booster Station 4A/5A: 6.47 MGD
  - c. Raw water delivery to Las Campanas at BS2A: 0.52 MGD
2. The BDD provided approximately 71.7% of the water supply to the City and County for the month.
3. The BDD year-to-date diversions are depicted below:

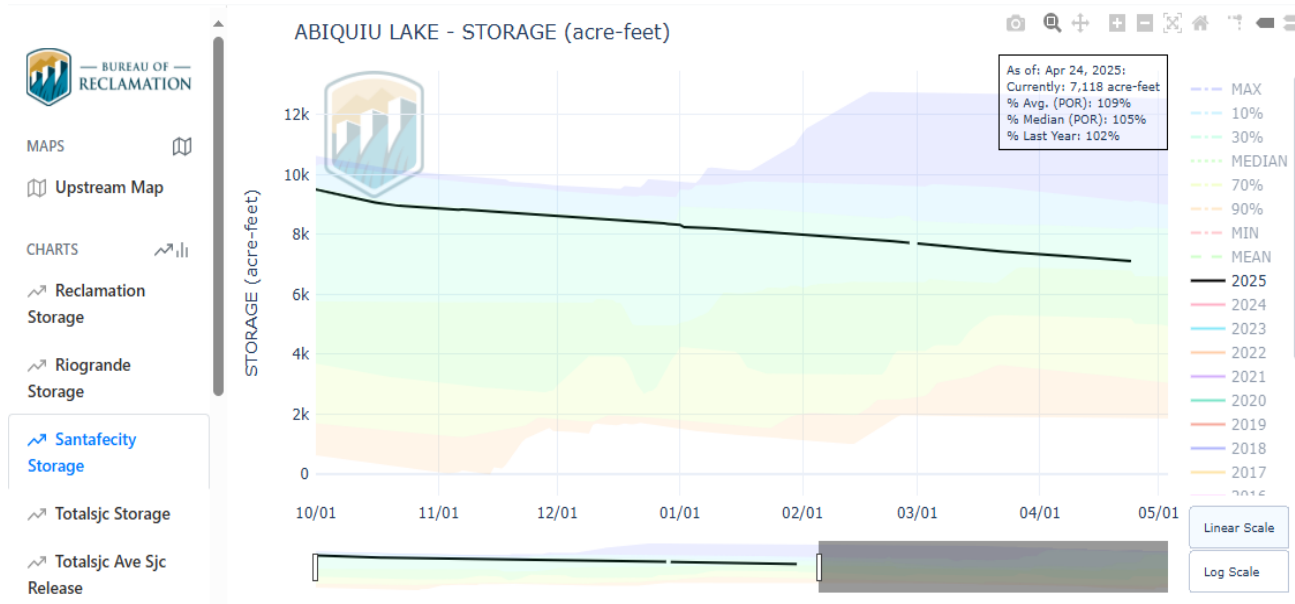


## Regional Water Overview

Daily metered regional water demand for the month of April 2025 was approximately: 8.5 MGD

Rio Grande flows for April 2025 averaged approximately 672 CFS (cubic feet per second).

ity/County/Las Campanas Storage- as updated by partners. As of April 24, 2025 City of SF Abiquiu SJC storage is at about 7,118 AF.



## Regional Water Supply

CRWTP reservoir storage: Nichols: 0% McClure: 43% Watershed Inflow: 2.65 MGD

- Santa Fe SNOTEL
  - Cumulative snow Water/Equiv. Inches 0
  - Cumulative Snow in Depth in Inches 0

## Current Rio Grande Watershed Snowpack Storage Data:

The Current Upper Rio Grande Basin Index is 28% of the historic median value for Snow Water Equivalent (SWE) and 70% of the historic median value for precipitation meaning that snow storage in this basin is historically low. BDD will need to be strategic with how it diverts and stores water as flows in the Rio Grande are anticipated to be quite low.

Source: <https://wcc.sc.egov.usda.gov/>

## Current El Niño Southern Oscillation (ENSO) Status Summary

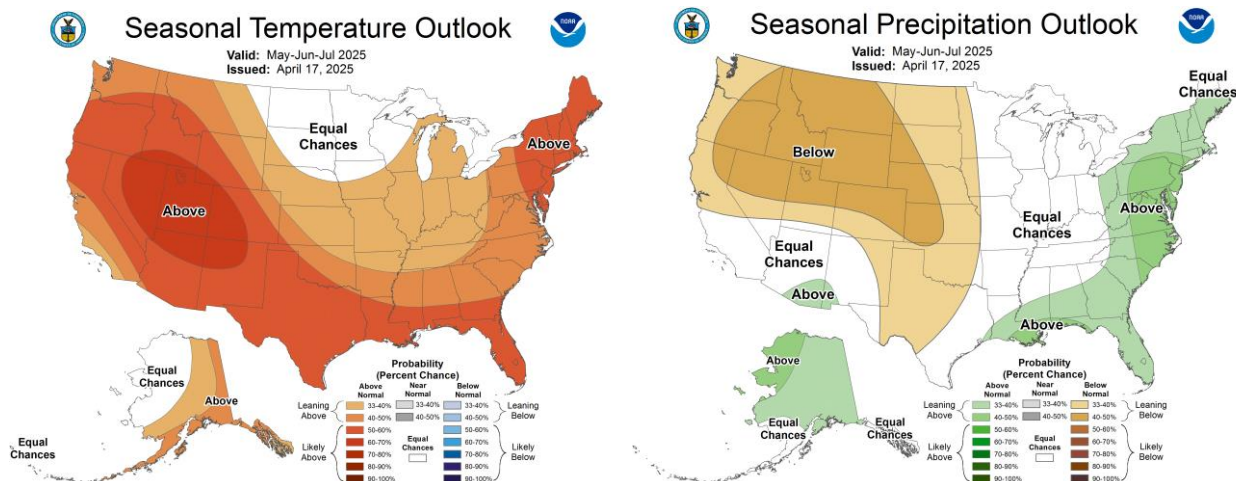
As of April 2025, the current El Niño-Southern Oscillation (ENSO) status is **ENSO-neutral**. This is based on sea surface temperatures (SSTs) in the Niño 3.4 region of the equatorial Pacific being close to average, with anomalies near  $0.1^{\circ}\text{C}$  in March 2025 and  $-0.31^{\circ}\text{C}$  for the week ending April 13, 2025. La Niña conditions, which were present earlier, ended in March 2025, and forecasts indicate ENSO-neutral conditions are likely to persist through at least August-October 2025 with a greater than 50% probability (up to 96% for April-June 2025). Neither El Niño nor La Niña is strongly favored in the near term, though some models suggest a slight chance of weak La Niña or El Niño later in 2025 with lower confidence.

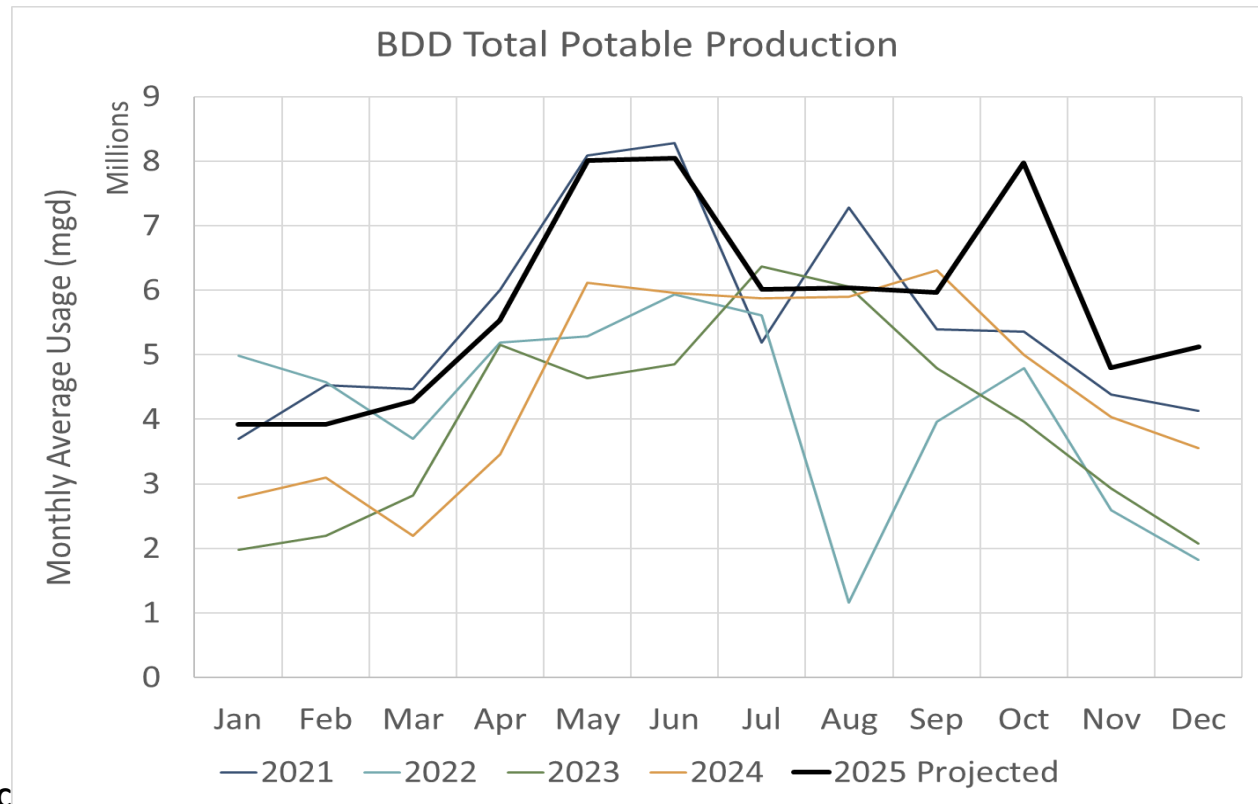
Source: [cpc.ncep.noaa.gov](https://cpc.ncep.noaa.gov)

## Seasonal Precipitation and Temperature Outlooks:

The current precipitation outlook is equal chances for the region while the current temperature outlook is above average for the region. Maps of this forecast are pictured below.

Source: [https://www.cpc.ncep.noaa.gov/products/predictions/long\\_range/seasonal.php?lead=1](https://www.cpc.ncep.noaa.gov/products/predictions/long_range/seasonal.php?lead=1)





C

Million Gallons per Day (MGD)

	2021	2022	2023	2024	Grand Total	2025 Projected
Jan	3.70	4.98	1.98	2.78	13.45	3.92
Feb	4.53	4.57	2.20	3.10	14.40	3.92
Mar	4.47	3.70	2.82	2.20	13.19	4.28
Apr	6.01	5.19	5.16	3.46	19.82	5.53
May	8.09	5.28	4.63	6.12	24.12	8.01
Jun	8.28	5.94	4.85	5.96	25.03	8.05
Jul	5.19	5.61	6.37	5.87	23.03	6.01
Aug	7.28	1.16	6.06	5.90	20.40	6.04
Sep	5.39	3.96	4.80	6.31	20.46	5.97
Oct	5.36	4.79	3.97	5.00	19.11	7.98
Nov	4.38	2.59	2.93	4.03	13.94	4.79
Dec	4.13	1.83	2.07	3.56	11.58	5.13
Grand Total	66.80	49.62	47.82	54.29	218.54	





# Buckman Direct Diversion

## Buckman Direct Diversion Monthly SJC and Native Diversions

Apr-25

In Acre-Feet

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-04842-A RG Native VIA SFC 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	328.672	113.650	0.000	215.022	215.022	0.000	0.000	2.007
FEB	316.752	29.051	0.000	287.700	287.700	0.000	0.000	2.777
MAR	567.598	258.039	0.000	309.559	309.559	0.000	0.000	2.859
APR	602.353	407.622	0.000	194.731	194.731	0.000	0.000	1.745
MAY	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
JUN	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
JUL	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
<b>TOTAL</b>	<b>1,815.375</b>	<b>808.362</b>	<b>0.000</b>	<b>1,007.013</b>	<b>1,007.013</b>	<b>0.000</b>	<b>0.000</b>	<b>9.388</b>

## In Million Gallons

Month	Native COUNTY	SFC Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	SJC Undiverted CITY	All Partners Diversions
JAN	37.020	0.000	69.287	69.287	0.000	0.000	106.307
FEB	9.463	0.000	92.677	92.677	0.000	0.000	102.140
MAR	84.052	0.000	99.760	99.760	0.000	0.000	183.812
APR	132.776	0.000	62.772	62.772	0.000	0.000	195.548
MAY	0.000	0.000	0.000	0.000	0.000	0.000	0.000
JUN	0.000	0.000	0.000	0.000	0.000	0.000	0.000
JUL	0.000	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
<b>TOTAL</b>	<b>263.310</b>	<b>0.000</b>	<b>324.496</b>	<b>324.496</b>	<b>0.000</b>	<b>0.000</b>	<b>587.807</b>

(Updated as of 4/28/2025)



# Buckman Direct Diversion

Buckman Direct Diversion Monthly SJC and Native Diversions								
Dec-24		In Acre-Feet						
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-04842-A RG Native VIA SFC 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	283.691	91.173	0.000	192.518	192.518	0.000	0.000	1.986
FEB	293.064	112.967	0.000	180.097	180.097	0.000	0.000	1.858
MAR	217.014	95.914	0.000	121.100	121.100	0.000	0.000	1.475
APR	396.998	255.245	67.230	74.523	74.523	0.000	0.000	1.004
MAY	750.899	395.038	123.438	232.423	232.423	0.000	0.000	1.347
JUN	642.136	371.118	7.114	263.905	263.905	0.000	0.000	1.743
JUL	652.169	320.362	74.513	257.295	257.295	0.000	0.000	1.166
AUG	647.277	0.000	0.000	659.885	659.885	0.000	12.608	3.210
SEP	666.797	0.000	0.000	776.587	776.587	0.000	109.791	3.604
OCT	612.559	0.000	0.000	631.170	631.170	0.000	18.612	5.811
NOV	385.574	154.074	0.000	231.501	231.501	0.000	0.000	1.755
DEC	353.083	214.183	0.000	138.900	138.900	0.000	0.000	1.053
TOTAL	5,901.261	2,010.073	272.294	3,759.904	3,759.904	0.000	141.010	26.014
In Million Gallons								
	Month	Native COUNTY	SFC Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	SJC Undiverted CITY	All Partners Diversions
	JAN	29.698	0.000	61.974	61.974	0.000	0.000	91.672
	FEB	36.797	0.000	57.976	57.976	0.000	0.000	94.773
	MAR	31.242	0.000	38.910	38.910	0.000	0.000	70.153
	APR	83.142	21.899	23.913	23.913	0.000	0.000	128.954
	MAY	128.677	40.208	74.921	74.921	0.000	0.000	243.805
	JUN	120.885	2.317	84.961	84.961	0.000	0.000	208.164
	JUL	104.352	24.271	82.879	82.879	0.000	0.000	211.503
	AUG	0.000	0.000	208.462	208.462	0.000	4.107	208.462
	SEP	0.000	0.000	214.522	214.522	0.000	35.762	214.522
	OCT	0.000	0.000	197.347	197.347	0.000	6.062	197.347
	NOV	50.187	0.000	74.729	74.729	0.000	0.000	124.916
	DEC	69.766	0.000	44.837	44.837	0.000	0.000	114.604
	TOTAL	654.747	88.695	1,165.432	1,165.432	0.000	45.932	1,908.874



**Date:** May 1, 2025

**To:** BDD Board

**From:** Bradley Prada, BDD Facilities Manager

**Re:** BDD Facilities Manager Monthly Update to the BDD Board

---

This report provides an update on key facility projects, procurement progress, and staffing update as of May 1<sup>st</sup>. Significant progress has been made on the Major Repair and Replacement (MR&R) projects and the Re-Build Project. Hiring efforts continue with several key positions being filled.

- **Major Repair and Replacement (MR&R) Fund.**

BDD continues to collaborate with City Procurement on the processing of Purchase Orders for the Membrane Rack Replacement and Granular Activated Carbon (GAC) Replacement projects. We are working through the necessary steps and will share more information as we move through this process.

- **BDD Re-Build Project Progress.**

The Rebuild/Design-Build project, Phase 2 of the RFQ is due May 2<sup>nd</sup>. The selection committee is expected to meet expeditiously after that to review the submittal and determine if we can move to contract negotiations.

- **Current Job Vacancy Updates**

BDD personnel are continuing to work diligently with City personnel to address and fill existing BDD vacancies

<u>Title</u>	<u>Status</u>
Water Operator Advanced	Completed, Candidate Starting May 10 <sup>th</sup>
Equipment Repair Ladder	Processing selected candidates
Water Operator Ladder	Processing selected candidates
Accounting Supervisor	Processing selected candidate
Environmental Compliance Officer	Processing selected candidate
Automation & Security Admin.	Processing selected candidate
Contracts Administrator	Closed, Pending reposting
Journeyman Electrician	Closed, no applicants, Pending Reposting
Administrative Assistant	Closed, Pending reposting



# Buckman Direct Diversion Project

Board Presentation

May 1, 2025



\* Assurance, attest, and audit services provided by Carr, Riggs & Ingram, L.L.C.  
\*CRI\* is the brand name under which Carr, Riggs & Ingram, L.L.C. ("CPA Firm") and CRI Advisors, LLC ("Advisors") and its subsidiary entities provide professional services. CPA Firm and Advisors (and its subsidiary entities) practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services to its clients, and Advisors and its subsidiary entities provide tax and business consulting services to their clients. Advisors and its subsidiary entities are not licensed CPA firms.

# Agenda

---

- Audit Timeline
- Auditor's Reports
- New and Upcoming Standards
- Value-Added Suggestions

# Timeline of the Audit

---



# Auditor's Reports

---

## Independent Auditor's Report

Opinion on the Financial Statements:

- **Unmodified – Best opinion available**
  - Financial statements are presented fairly in accordance with U.S. GAAP.
  - No audit areas where an opinion could not be rendered.
  - Page 8 of audit report

## Other Auditor's Report

GAGAS Report on *Internal Control Over Financial Reporting* and on *Compliance and Other Matters*

- Page 42 of audit report
- **Negative Assurance**
  - 1 Significant Deficiency Noted (page 44 of audit report)

# Auditor Responsibility

---

## Our Responsibility under U.S. & *Government Auditing Standards*

- Form and express an opinion about whether the financial statements prepared by management are fairly presented in conformity with U.S. GAAP.
- Obtain reasonable, rather than absolute, assurance about whether the financial statements are free from material misstatement.
- Consideration of internal controls for the purpose of determining and designing our audit procedures.
- Communicate significant matters related to the financial statement audit.



# Management's Responsibility

---

- Management, with oversight from those charged with governance, is responsible for:
  - Establishing and maintaining internal controls, including monitoring ongoing activities
  - The selection and application of accounting principles
  - The fair presentation in the financial statements of financial position and results of operations in conformity with the applicable framework
- Management is responsible for the design and implementation of programs and controls to prevent and detect fraud
- The governing board participated in the entrance and exit conferences, and were sent the communications required by audit standards

# New Standard Implementation

---

- BDD implemented the following standard during fiscal year 2024. There was a material impact to BDD's 2024 financial statements as described in Note 2 to the financial statements.
  - GASB Statement No. 100, *Accounting Changes and Error Corrections*
    - New presentation and note disclosers
      - Changes in Major Funds – Change to and/or within reporting entity
      - Error Correction
      - Reclassification
      - Accounting principle implementation
      - Change in accounting estimates

# Upcoming Standards

---

GASBS No. 101 *Compensated Absences* (FYE 2025)

GASBS No. 102 *Certain Risk Disclosures* (FYE 2025)

GASBS No. 103 *Financial Reporting Model Improvements* (FYE 2026)

GASBS No. 104 *Disclosure of Certain Capital Assets* (FYE 2026)

# Value-Added Suggestions

---

- Treat CRI as a year round resource
- GASB Training and Guidance
  - The governmental financial reporting standards are changing at a rapid pace. We are available to BDD for questions and are to provide training, if needed.
- Information Technology
  - The IT landscape is continually changing and a rapid pace. BDD should continue to assess and test the IT Environment and Cybersecurity to help BDD adapt (whether internally or with through outside consultation).

# Concluding Comments

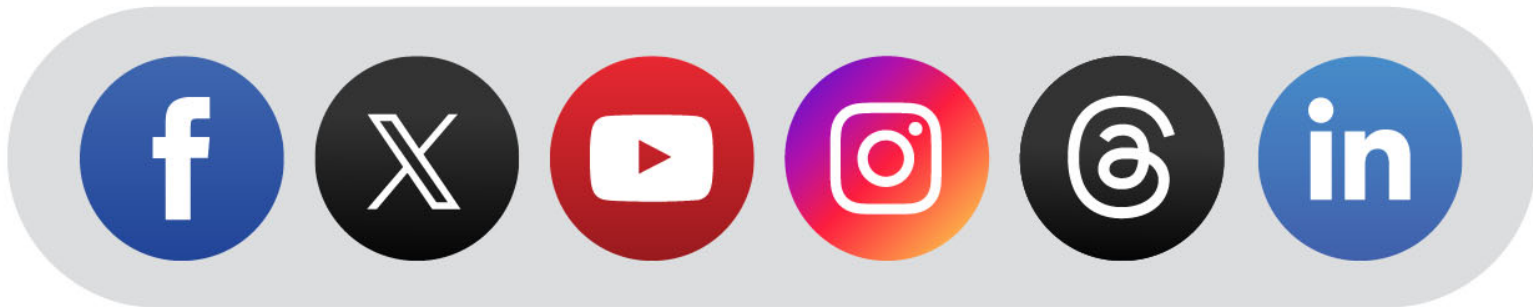
---

- The Finance Manager and all of BDD's team members were very helpful and great to work with.
- Thank you for the opportunity to serve the BDD.
- We value our relationship and hope to continue to build on it.

# Follow CRI on Social Media

---

**CONNECT @CRIadvisors**



# - Today's Presenter -

**Eric O. Spurlin, CPA, CITP**  
**Partner**

505-883-2727

[espurlin@CRIadv.com](mailto:espurlin@CRIadv.com)





**Date:** May 1, 2025

**To:** Buckman Direct Diversion Board

**From:** Nancy R. Long and Dan Frost

**Subject:** Approval of a Professional Services Agreement with AECOM Technical Services, Inc. for Owner's Representative Services

---

**Item and Issue:**

Request Approval of a Professional Services Contract with AECOM Technical, Inc. in an amount not-to-exceed \$2,671,875.00, including NMGRS for Owner's Representative services for a four (4) year term.

**Background and Summary:**

The Board previously issued an RFP for Owner's Representative Services in conjunction with the Design Build project for the BDD Facility. The RFP was unsuccessful, but City Procurement instructed that the Board could utilize existing procurements previously awarded by the City for these types of services. Of the available existing procurement awards, it was deemed to be in the best interest of the Board to enter into an agreement for Owner's Representative services with AECOM Technical Services, Inc. ("AECOM"). AECOM has agreed to the engagement and to the agreement attached and presented to you today.

Attached is the Professional Services Agreement between BDDDB and AECOM as well as AECOM's proposed for this project and their qualifications.

**Action Requested:**

It is recommended that the Board approve the Professional Services Agreement with AECOM for Owner's Representative services.

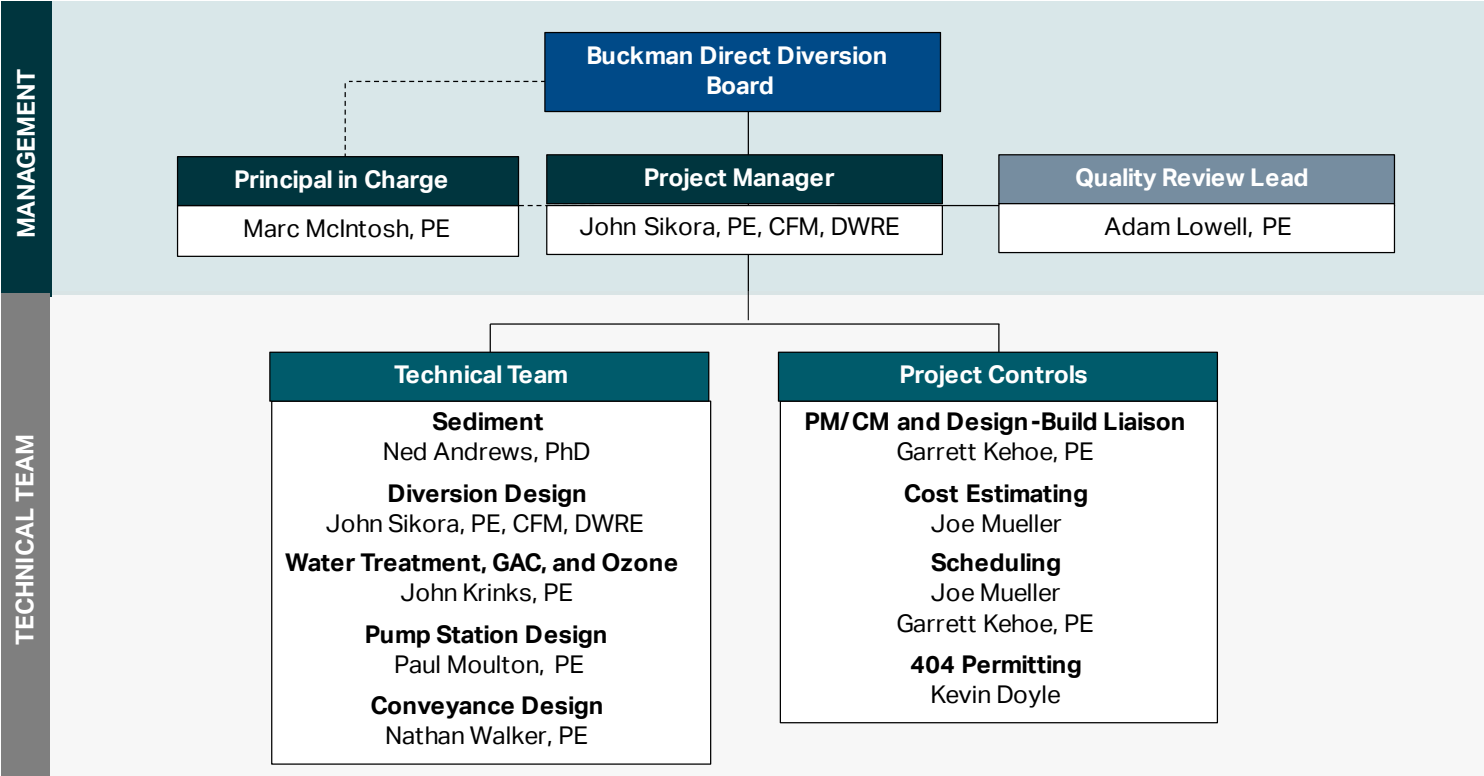






As a one-stop shop for interconnected water systems, we streamline project delivery by integrating all necessary services.

Figure 1. Organization Chart



**Results oriented team**  
**focused on communication,**  
**accountability and efficiency.**

**Management**

Our PM, John, acts as the single point of contact for our team.

Our corporate policies for Quality will be coordinated through one Quality Review Lead for consistency.

**Technical Team**

Managers who understand Progressive Design Build integration, Reclamation processes, and focus on quality, cost, scope, and schedule.

Expertise in each service area with professional registrations, education, extensive years of experience, and longevity with the firm.

Geographic expertise providing knowledge of local conditions and requirements.



John Sikora, PE, CFM, DWRE

Project Manager, Diversion Lead

Years of Experience  
37 years

Education  
BS, Agricultural Engineering  
Graduate Studies, Agricultural Engineering

Licenses/Registrations  
Professional Engineer: NM #24404, CO, IL, TX, ND, AZ  
pending; Certified Floodplain Manager; AAWRE; D.WRE

John’s qualifications to deliver

Throughout his career, John’s focus has been managing, planning, designing, and constructing large complex multidisciplinary water resources projects and programs. His primary focus has been the design and construction of water structures ranging from river diversions, water supply and flood control structures, and tailings dams. He is AECOM’s Subject Matter Expert on river diversion projects for municipal, industrial, and agricultural water supply projects. To execute these projects he has led investigations, design, funding and environmental permitting efforts, and public involvement programs.

Demonstrated success with recent relevant projects

Experience Summary	Pragmatic Project Management	Multi-Disciplinary Teams	Diversion Design	Sedimentation Analysis	Water Treatment	Pump Design	Conveyance	Scheduling	Construction Cost Estimating	Alternative Delivery
Poudre Valley Canal, Northern Water Conservancy District, Fort Collins, Colorado Diversion Design Lead	✓	✓	✓	✓			✓	✓	✓	✓
Lupton Lakes Inlet/Outlet Works and Pump Station, Denver Water, Fort Lupton, Colorado Diversion Design Lead	✓	✓	✓	✓		✓	✓	✓	✓	
Colorado River Connectivity Channel, Northern Water Conservancy District, Granby, Colorado River Design Lead, Principal in Charge	✓	✓	✓	✓			✓	✓	✓	✓
Mayflower Dam and Tunnel Intake, Climax Mine, Leadville, Colorado Project Manager	✓	✓	✓	✓			✓	✓	✓	✓
Galeton Diversion, Northern Water Conservancy District, Greeley, Colorado Project Manager	✓					✓	✓	✓	✓	



Marc McIntosh, PE

Principal in Charge

Years of Experience  
25 years

Education  
BS, Civil Engineering, Colorado School of Mines

Licenses/Registrations  
Professional Engineer: NM#23532, AZ  
AECOM Certified Project Manager

Marc's qualifications to deliver

Marc has a background in water resources and general civil engineering with extensive experience in characterizing riverine flood hazards, design of drainage and flood control facilities including river and channel stabilization structures. He also has extensive experience in 1D and 2D hydrologic/hydraulic modelling, sediment management, scour and erosion mitigations, flood hazard mitigation, drainage master planning, dam/levees, floodplain mapping projects and public outreach. He has provided contract, project and task management services on many water resource projects for federal, tribal, state, and local agencies in the Southwestern United States.

Demonstrated success with recent relevant projects

Experience Summary	Pragmatic Project Management	Multi-Disciplinary Teams	Diversion Design	Sedimentation Analysis	Water Treatment	Pump Design	Conveyance	Scheduling	Construction Cost Estimating	Alternative Delivery
Cave Buttes Dam Modifications Project, Flood Control District of Maricopa County, Phoenix, Arizona Project Manager and Engineer-of-Record	✓	✓		✓				✓	✓	✓
Santa Clara Pueblo, Flood Mitigation and Creek Restoration Project (DR-4199), Santa Clara Pueblo, New Mexico Design Manager	✓	✓						✓	✓	
Santa Fe River Greenway Project Section B Improvements, City of Santa Fe, New Mexico Project Manager	✓	✓		✓				✓	✓	
Drainage Bureau On-Call, NMDOT, Statewide, New Mexico Contract/Project Manager and Principal Engineer	✓	✓		✓					✓	
A-E Civil Works, Hydraulics & Hydrology Design IDIQ 2020-2025, Albuquerque, New Mexico Program Manager	✓	✓						✓	✓	✓



## Adam Lowell, PE

### Quality Review Lead

#### Years of Experience

17 years

#### Education

MS/BS, Civil Engineering, University of Colorado - Boulder

#### Licenses/Registrations

Professional Engineer: CO, KY, OK

### Adam's qualifications to deliver

Adam is the Quality Manager for both AECOM's Denver area office of 500 staff as well as the Water Business Line across a 32-state geography covering 3,000 staff and 60 offices. As quality manager he is responsible for monitoring the implementation of the company's ISO 9001 certified quality system; training staff on the system requirements; and auditing projects to make sure the quality process is followed. Adam is also a member of core company teams in AECOM to develop quality procedures and quality process improvement plans for the U.S. and Canada.

## Demonstrated success with recent relevant projects

Experience Summary	Pragmatic Project Management	Multi-Disciplinary Teams	Diversion Design	Sedimentation Analysis	Water Treatment	Pump Design	Conveyance	Scheduling	Construction Cost Estimating	Alternative Delivery
<b>Eucha Dam Repairs, Tulsa Metropolitan Utility Authority, Oklahoma</b> Project Manager	✓	✓						✓	✓	
<b>Bradner Reservoir, City of Las Vegas, New Mexico</b> Structural Engineer	✓	✓	✓			✓	✓	✓	✓	
<b>Galeton Diversion, Northern Water Conservancy District, Greeley, Colorado</b> Project Manager	✓					✓	✓	✓	✓	



## Ned Andrews, PhD

### Sediment

**Years of Experience**  
52 years

**Education**  
PhD, Geology, University of California  
MS, Geophysics, Stanford University  
BS, Geophysics, Stanford University

**Licenses/Registrations**  
N/A

### Ned's qualifications to deliver

Ned has 50 years of experience investigating sediment transport processes and the morphology of rivers as a research hydrologist. His research has focused primarily on the adjustment of river channels to alterations of streamflow regime and sediment supply. This research has concerned a wide variety of rivers affected by various natural and anthropogenic impacts. The goals of his projects have been to develop the analytical methods and approaches needed to maintain and restore the important geomorphic and ecological features of river channels. Since 1988, Ned has served as an expert witness in a variety of court proceedings, including calculation of instream flow water rights for National Forests and National Parks in several Western States, implementation of the Clean Water Act, and representation of the Governments of India and Nicaragua in two landmark cases before the International Court of Arbitration, The Hague.

## Demonstrated success with recent relevant projects

Experience Summary	Pragmatic Project Management	Multi-Disciplinary Teams	Diversion Design	Sedimentation Analysis	Water Treatment	Pump Design	Conveyance	Scheduling	Construction Cost Estimating	Alternative Delivery
<b>Gila River Water Development, Gila River Diversion 30% Design, New Mexico Interstate Stream Commission, Gila, New Mexico</b> <b>Lead Geomorphologist</b>	✓	✓		✓				✓		✓
<b>Yampa River Basin, Stream Channel Study, Colorado</b> <b>Project Chief and Principal Investigator</b>	✓	✓	✓	✓				✓		✓
<b>Delivery of Sediment to the California Coast, US Bureau of Reclamation and USGS, California</b> <b>Project Chief and Principal Investigator</b>	✓	✓		✓						
<b>Upper Colorado River Irrigation and Restoration Assessment, Private Ranch Owners, Kremmling, Colorado</b> <b>Lead Geomorphologist</b>	✓	✓	✓	✓			✓	✓	✓	✓
<b>Glen Canyon Dam Ecological Restoration, U.S. Bureau of Reclamation and U.S. Geological Survey, Page, Arizona</b> <b>Project Chief and Principal Investigator</b>	✓	✓		✓						



John Krinks, PE

Water Treatment, GAC, and Ozone

**Years of Experience**  
20 years

**Education**  
MS, Environmental Engineering, Ohio University  
BS, Civil Engineering, Ohio University

**Licenses/Registrations**  
Professional Engineer, OH

John's qualifications to deliver

John has participated in the planning, preliminary and detailed design, construction administration, and commissioning of water infrastructure projects, including municipal and industrial wastewater treatment facilities, wastewater pumping and systems, storage facilities, hydraulic modelling, and water quality studies.

Demonstrated success with recent relevant projects

Experience Summary	Pragmatic Project Management	Multi-Disciplinary Teams	Diversion Design	Sedimentation Analysis	Water Treatment	Pump Design	Conveyance	Scheduling	Construction Cost Estimating	Alternative Delivery
<b>Experience Summary</b>										
<b>New 30 MGD WTP with Ozonation and Ultrafiltration, Provo, Utah</b> Design Manager	✓	✓	✓	✓	✓	✓		✓	✓	
<b>16 MGD WTP Improvements with filters and RO Membrane Softening, Beavercreek, Ohio</b> Design Manager	✓	✓			✓	✓		✓		✓
<b>New 13 MGD WTP with Ozone and Biologically Active GAC, Marysville, Ohio</b> Design and Project Manager	✓	✓		✓	✓	✓	✓	✓	✓	
<b>New 50 MGD WTP with Ozone and Biologically Active GAC, Evansville, Indiana</b> Design Manager	✓	✓	✓		✓	✓				✓
<b>New 48 MGD WTP with Ozone and GAC contacts, Columbus Division of Water, Columbus, Ohio</b> Facility Design Leader	✓	✓	✓		✓	✓				
<b>36 MGD WTP Improvements with New Ozone Facility and GAC Addition to Filters, West Columbia, South Carolina,</b> Technical Lead	✓	✓		✓	✓	✓		✓		✓



## Paul Moulton, PE

### Pump Station Design

**Years of Experience**

49 years

**Education**

BS, Civil Engineering, Northeastern University

**Licenses/Registrations**

Professional Engineer: NH

### Paul's qualifications to deliver

Responsible for overseeing the AECOM Pumping System Center of Excellence, standards, master specifications and design of mechanical process, materials handling systems, and chemical storage and feed systems. Paul has provided the design, start-up, troubleshooting and commissioning for 100 facilities worldwide. He has delivered pump stations with varying capacities including the design-build delivery of three pump stations and closure structures (12,500; 2,700; and 9,000 cfs) and sits on various Hydraulic Institute Rotodynamic Pump Group committees including the Pump Intake Design, Pump Piping, Nomenclature and Definitions, and Guideline for Hydraulic Performance Field Testing committees.

### Demonstrated success with recent relevant projects

Experience Summary	Pragmatic Project Management	Multi-Disciplinary Teams	Diversion Design	Sediment Analysis	Water Treatment	Pump Design	Conveyance	Scheduling	Construction Cost Estimating	Alternative Delivery
<b>Monterey Peninsula Water Supply Program, California American Water Monterey County District, Monterey, California</b> Technical Advisor	✓	✓	✓	✓		✓	✓	✓	✓	✓
<b>Pacheco Reservoir Expansion, Santa Clara Valley Water District, California</b> Pump Station Design Lead	✓	✓	✓	✓		✓	✓	✓	✓	
<b>EchoWater Tertiary Treatment Facilities Filter Influent Pump Station, Sacramento Regional County Sanitation District, California</b> Lead Mechanical Process Engineer	✓	✓	✓		✓	✓				
<b>SLC New WRF Influent Tunnel and Pump Station, Salt Lake City Department of Public Utilities, Salt Lake City, Utah</b> Lead Verifier	✓	✓		✓	✓	✓	✓	✓	✓	✓





Nathan Walker, PE

Conveyance Design

Years of Experience  
26 years

Education  
BS, Civil Engineering, University of Akron

Licenses/Registrations  
Professional Engineer: NM#28221, CO, WA  
AECOM Certified Project Manager

Nathan’s qualifications to deliver

Applying 26 years’ of experience involving dozens of water supply, transmission, and treatment projects, managing dozens of multi-disciplinary teams on projects of similar scale, Nathan will oversee the redesign and repair of pipelines and pump station equipment for the BDD Facility coordinating closely with the AECOM and BDD team to verify equipment and materials of construction are suitable for expected performance based on site-specific water quality resulting from other BDD Facility repairs. Nathan is a familiar, committed partner who has worked and collaborated with the City of Santa Fe and other local agencies supporting water supply improvements in the region since 2018. He understands and has demonstrated experience leading communications, collaboration, and proactive management needed to meet project challenges. He understands the technical challenges and limitations of the current BDD Facility and looks forward to supporting the development of solutions similar to his recent work on the outlet works and raw waterline improvements at Nichols Reservoir in Santa Fe.

Demonstrated success with recent relevant projects

Experience Summary	Pragmatic Project Management	Multi-Disciplinary Teams	Diversion Design	Sediment Analysis	Water Treatment	Pump Design	Conveyance	Scheduling	Construction Cost Estimating	Alternative Delivery
Lupton Lakes Inlet/Outlet Works and Pump Station, Denver Water, Fort Lupton, Colorado Technical Advisor	✓	✓	✓	✓		✓	✓	✓	✓	
Eastern Navajo Water Pipeline Project, US Bureau of Reclamation, New Mexico Project Manager	✓						✓			
Canyon Road Water Treatment Plant Raw Waterline, City of Santa Fe, New Mexico Design Manager	✓	✓					✓	✓	✓	
Segment A Pipeline, Thornton Water Project, City of Thornton, Colorado Project Director	✓						✓	✓	✓	
Elwha River Restoration Design, National Park Service/US Bureau of Reclamation, Port Angeles, Washington Hydraulic Modeling	✓	✓	✓	✓	✓	✓	✓			





## Garrett Kehoe, PE

PM/CM and Design-Build Liaison; Scheduling

**Years of Experience**  
14 years

**Education**  
MS, Civil Engineering, University of Texas: Austin  
BS, Civil Engineering, University of California: Irvine

**Licenses/Registrations**  
Professional Engineer: UT, CA

### Garrett's qualifications to deliver

With decades of field and construction management experience on multiple long-term projects, Garrett has developed a strong ability to oversee and coordinate operations. His background includes hands-on experience with CMAR/CMGC project delivery on three projects, where he served as a key liaison between stakeholders and CMAR/CMGC contractors. He has commissioning and startup expertise, having successfully managed this phase for six treatment plant projects, leading to seamless transitions from construction to operational status. Garrett has completed construction projects with construction costs in excess of \$4 billion in his career to-date.

### Demonstrated success with recent relevant projects

Experience Summary	Pragmatic Project Management	Multi-Disciplinary Teams	Diversion Design	Sediment Analysis	Water Treatment	Pump Design	Conveyance	Scheduling	Construction Cost Estimating	Alternative Delivery
SLC New WRF, Salt Lake City Department of Public Utilities, Salt Lake City, Utah Construction Manager	✓	✓		✓	✓	✓	✓	✓	✓	✓
Provo WATRR, City of Provo, Utah Construction Manager and QC Auditor	✓	✓			✓					✓
Big Cottonwood WTP, Salt Lake City Department of Public Utilities, Salt Lake City, Utah Construction Manager	✓	✓			✓	✓	✓	✓	✓	✓
Nichols Dam Outlet Work, City of Santa Fe, New Mexico Construction Field Engineer	✓	✓	✓		✓		✓	✓	✓	
SAWS Disinfection Phase 2, San Antonio Water System, Artesia, Texas Design Leader and Construction Manager	✓	✓			✓	✓	✓	✓	✓	



Joe Mueller

Cost Estimating; Scheduling

Years of Experience  
39 years

Education  
BS, Construction Management, Colorado  
State University

Licenses/Registrations  
B.E.S.T. Cardholder— Class A Unlimited

Joe’s qualifications to deliver

Joe has more than 30 years of contracting and project management experience with a focus on heavy/highway. For 20 years—bridges, large dams, and water resource-related projects. He possesses a thorough understanding and mastery of estimating, scheduling and project management for complex heavy civil projects, with specialized knowledge for technical-formed concrete, deep foundations, excavating, dewatering and shoring.

Demonstrated success with recent relevant projects

Experience Summary	Pragmatic Project Management	Multi-Disciplinary Teams	Diversion Design	Sediment Analysis	Water Treatment	Pump Design	Conveyance	Scheduling	Construction Cost Estimating	Alternative Delivery
Upper Yampa Water Conservation District, Steamboat Springs, CO, Bear River Diversion and Flow Measuring Structure, Yampa, Colorado Lead Estimator and Project Manager for Construction			✓		✓			✓	✓	
East Mesa Ditch Company. East Mesa Ditch, Carbondale, Colorado Lead Estimator and Project Manager for Construction								✓	✓	
Glenwood Springs Lift Station #11,000, Glenwood Springs, Colorado Lead Estimator and Project Manager for Construction					✓			✓	✓	
New Castle Water Treatment Plant Improvements and Expansion, New Castle, Colorado Lead Estimator and Project Manager for Construction					✓			✓	✓	
Pueblo Dam Stabilization, Bureau of Reclamation, Pueblo, Colorado Lead Estimator and Project Manager for Construction			✓				✓	✓	✓	



## Kevin Doyle

### 404 Permitting

#### Years of Experience

36 years

#### Education

BA, Sociology, University of California, Santa Barbara  
Continuing studies in Anthropology, Historic Preservation,  
and Cultural Resource Management

#### Licenses/Registrations

N/A

### Kevin's qualifications to deliver

Based in Santa Fe, Kevin has a strong interdisciplinary understanding of environmental impact issues and has provided technical support and impact analyses for a variety of resources. He has extensive planning and permitting experience for multiple federal clients, Native American tribes and Pueblos, and state and local governments.

## Demonstrated success with recent relevant projects

Experience Summary	Pragmatic Project Management	Multi-Disciplinary Teams	Diversion Design	Sediment Analysis	Water Treatment	Pump Design	Conveyance	Scheduling	Construction Cost Estimating	Alternative Delivery
<b>San Juan Chama Permitting, City of Santa Fe, New Mexico</b> Permitting Project Manager	✓	✓								
<b>Lower San Acacia Reach Realignment, Middle Rio Grande, Environmental Impact Statement, US Bureau of Reclamation, Sierra and Socorro Counties, New Mexico</b> Deputy Project Manager	✓	✓						✓		
<b>New Mexico Unit of the Central Arizona Project Environmental Impact Statement, US Bureau of Reclamation, Multiple Counties, New Mexico</b> Deputy Project Manager	✓	✓						✓		
<b>Environmental Impact Statement for the Carlsbad Water Operations and Water Supply, Pecos River Basin, Bureau of Reclamation and New Mexico Interstate Stream Commission, Multiple Counties, New Mexico</b> Project Manager	✓	✓						✓		

**BUCKMAN DIRECT DIVERSION BOARD  
PROFESSIONAL SERVICES AGREEMENT  
WITH AECOM TECHNICAL SERVICES, INC.**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB"), and AECOM Technical Services, Inc., hereinafter referred to as "Contractor," and is effective as of the date set forth below upon which it is executed by the parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City of Santa Fe has made the determination that this Agreement can be procured in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111; and

**WHEREAS**, Contractor has the requisite experience and qualifications and is willing to contract with BDDDB for professional services, in accordance with the terms and conditions hereinafter set out, and Contractor is willing to render such professional services as outlined in the Agreement.

**NOW THEREFORE**, BDDDB and Contractor hereby agree as follows:

**1.     Scope of Work**

Contractor shall provide professional services as the BDDDB's Owner's Representative as described in the attached **Exhibit A**.

**2.     Standard of Performance; Licenses**

A. Contractor does hereby accept its designation as a professional service, rendering services related to Owner's Representative services for the BDDDB, as set forth in this Agreement. Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Agreement.

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

**3.     Compensation**

A. BDDDB shall pay to Contractor in full payment for services satisfactorily performed such compensation not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00), in accordance with the fee schedule attached as **Exhibit B**. New Mexico gross receipts tax, at 6.875%, levied on the amounts payable under this Agreement are expected to total

approximately One Hundred Seventy-One Thousand Eight Hundred Seventy-Five Dollars (\$171,875.00), and shall be paid by the BDDDB to Contractor. **The total amount ("Total Compensation") payable to Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed Two Million Six Hundred Seventy-One Thousand Eight Hundred Seventy-Five Dollars (\$2,671,875.00).**

**B.** The Total Compensation is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the BDDDB when the services provided under this Agreement reach the total compensation amount. In no event will Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to any services, in excess of the total compensation amount being provided.

**C.** Payment shall be made upon acceptance of each deliverable and upon the receipt and acceptance of a detailed, certified payment invoice. Payment will be made to Contractor's designated mailing address. In accordance with § 13-1-158 NMSA 1978, payment of all undisputed amounts shall be tendered to Contractor within thirty (30) days of the date of written certification of acceptance. All payment invoices must be received by the BDDDB no later than fifteen (15) days after the termination of this Agreement. Payment invoices received after such date will not be paid.

#### **4. Term**

This Agreement shall not become effective until approved by the BDDDB. This Agreement shall terminate four (4) years from date of final signature unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

#### **5. Termination**

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

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

1) The BDDDB shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by the BDDB; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the BDDB; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations," of this Agreement.

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

## **6. Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the BDDB for the performance of this Agreement. If sufficient appropriations and authorization are not made by the BDDB, this Agreement shall terminate immediately upon written notice being given by the BDDB to Contractor. The BDDB's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If the BDDB proposes an amendment to the Agreement to unilaterally reduce funding, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **7. Status of Contractor**

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. Contractor acknowledges that all sums received hereunder are reportable by Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the BDDB unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

## **8. Assignment**

Contractor shall not assign or transfer any interest in this Agreement or assign any claims

for money due or to become due under this Agreement without the prior written approval of the BDDB.

**9. Subcontracting**

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

**10. Release**

Final payment of the amounts due under this Agreement shall operate as a release of the BDDB, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement, excluding those unknown or unforeseen or those identified in writing by Contractor on the final invoice.

**11. 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.

**12. Product of Service – Copyright**

Upon payment by BDDB to Contractor of all undisputed amounts invoiced by Contractor, all materials developed or acquired by Contractor under this Agreement shall become the property of the BDDB and shall be delivered to the BDDB no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of Contractor.

**13. Conflict of Interest; Governmental Conduct Act**

**A.** Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

**C.** Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the BDDB relied when this Agreement was

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

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

#### **14. Amendment**

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

**B.** If the BDDB proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, Contractor shall, within thirty (30) days of receipt of the proposed amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or agree to the reduced funding.

#### **15. Entire Agreement**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits, the statements in the body of this Agreement shall control.

#### **16. Merger**

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement.

#### **17. Penalties for Violation of Law**

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



## **18. Equal Opportunity Compliance**

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

## **19. Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

## **20. Workers Compensation**

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

## **21. Professional Liability Insurance**

For Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors, or omissions. Such policy shall provide a limit of not less than \$2,000,000 per claim and \$4,000,000 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 termination or expiration of this Agreement. 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.

## **22. Other Insurance**

In the event Contractor performs services in connection with a project for which BDDDB or another party with which BDDDB has contracted obtains all risk or builder's risk property insurance, BDDDB, to the extent feasible, shall name, or shall cause such other party to name, Contractor as an additional insured on such all risk or builder's risk property insurance.

Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the BDDB as additional insured:

**A. Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the BDDB its officials, officers, employees, and agents as additional insureds.

**B. Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

**C. Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the BDDB. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

## **23. Records and Financial Audit**

Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the BDDB. The BDDB shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the BDDB to recover excessive or illegal payments.

## **24. Indemnification**

Contractor shall defend, indemnify and hold harmless the BDDB from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source for personal injury death or property damage claimed by third parties that arise out of the performance of this Agreement, to the proportionate extent caused by the negligent act or failure to act of Contractor, its officers, employees, subcontractors or agents. If any action, suit or proceeding related to the services performed by Contractor or any officer, agent, employee, or subcontractor under this Agreement is brought against Contractor, Contractor shall,

as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the BDDB.

**25. New Mexico Tort Claims Act**

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

**26. Invalid Term or Condition**

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

**27. Enforcement of Agreement**

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

**28. Notices**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, (including by Federal Express or other personal delivery service); electronic mail (Email); or mailed by certified, return receipt requested, or registered mail, postage prepaid, and addressed to the following:

**BDDB:** Bradley Prada  
BDD Facilities Manager  
Buckman Direct Diversion  
341 Caja Del Rio Road  
Santa Fe, NM 87506  
Email: bxprada@santafenm.gov

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

**Contractor:** AECOM Technical Services, Inc.  
**Attn:** John Sikora, P.E.  
Project Manager/Vice President  
804 Colorado Ave, Suite 201  
Glenwood Springs, CO 81601  
Email: john.sikora@aecom.com

**29. Authority**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding Agreement.

**30. Non-Collusion**

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

**31. Default/Breach**

In case of default and/or breach by Contractor, for any reason whatsoever, the BDDB will provide written notice to Contractor detailing the default and/or breach and Contractor will have a right to cure such default and/or breach within a reasonable period of time. Failure to cure by Contractor will entitle BDDB the right to procure the goods or services from another source and hold Contractor responsible for any resulting excess costs and/or damages, and the BDDB may also seek all other remedies under the terms of this Agreement and under law or equity.

**32. Equitable Remedies**

Contractor acknowledges that its failure to comply with any provision of this Agreement may cause the BDDB irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the BDDB, and Contractor consents to the BDDB's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The BDDB's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the BDDB may have under applicable law, including, but not limited to, monetary damages.

**33. Default and Force Majeure**

- A. The BDDB reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the BDDB, if Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold Contractor liable for any excess cost occasioned by the BDDB due to Contractor's default. Contractor shall not

be liable if failure to perform the order arises out of causes beyond the control and without the fault or negligence of Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the BDDDB shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery scheduled. The rights and remedies of the BDDDB provided in this section shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

- B. Contractor warrants that its consulting and professional engineering services shall be performed in accordance with that degree of care and skill ordinarily exercised by members of the consulting and engineering profession applicable to the services. **THE STANDARD OF CARE SET FORTH IN THIS ARTICLE 33.B ARE EXCLUSIVE, AND IN LIEU OF ANY AND ALL OTHER WARRANTIES RELATING TO THE SERVICES, WHETHER STATUTORY, EXPRESS OR IMPLIED, AND CONTRACTOR DISCLAIMS ANY SUCH OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND/OR USAGE OF TRADE. ANY OTHER STATEMENTS OF FACT OR DESCRIPTIONS EXPRESSED IN THE AGREEMENT SHALL NOT BE DEEMED TO CONSTITUTE A WARRANTY OF THE SERVICES OR ANY PART THEREOF.**
- C. Contractor may rely upon and use in the performance of any services information supplied to it by BDDDB without independent verification and Contractor shall not be responsible for defects in its services attributable to its reliance upon or use of such information.
- D. The performance by Contractor of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of Contractor's services shall not constitute an assumption by Contractor of any obligations of BDDDB or its other contractors, engineers, vendors or suppliers. Contractor shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the project and shall not manage, (except for program management services) supervise, control or have charge of construction. The Contractor shall not be responsible for failure of the BDDDB's contractors, engineers, vendors or suppliers to comply with their respective contract documents.

- E. Any cost opinions or estimates provided by Contractor will be on the basis of experience and judgment, however, since Contractor has no control over market conditions or bidding procedures, Contractor cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates. Neither this Agreement nor any of the services provided hereunder shall constitute or provide for, and Contractor shall not be considered to have rendered, any legal or financial opinion(s) regarding the feasibility of this project or any other or regarding any other matter. Contractor shall under no circumstances provide as part of the services a consent, opinion or similar document, or act as a qualified person or expert, in connection with any filing by BDDDB with the United States Securities and Exchange Commission, or similar non-United States agency, authority or commission.

Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, neither BDDDB nor Contractor shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages.

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

**[Signature Page Follows]**

**BUCKMAN DIRECT DIVERSION BOARD**

By: \_\_\_\_\_  
Justin Greene, BDDB Chair

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

**APPROVED AS TO FORM**

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

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

**APPROVED**

**ATTEST:**

\_\_\_\_\_  
Katharine E. Clark, County Clerk

**CONTRACTOR:**  
**AECOM Technical Services, Inc.**

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

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

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

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

NM Taxation & Revenue

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

City of Santa Fe Business

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

## EXHIBIT A SCOPE OF WORK



AECOM  
804 Colorado Ave, Suite 201 Glenwood  
Springs, CO 81601 www.aecom.com

AECOM Technical Services, Inc. (AECOM) is pleased to submit this proposal to the BDDDB to provide professional engineering services for the Owner's Representative role as defined by the following tasks:

1. Develop and maintain systems for effective communications with and reporting to the BDD Board as well as the Consulting Engineer when and as necessary, including monthly written status reports on design and construction progress, budget, schedule, and problems. The BDD Board Consulting Engineer is Wright Water Engineers, Inc. (WWE). The Owner's Representative shall report to and take direction from the Consulting Engineer.
2. Develop systems for effective communications with the Design-Build contractor.
3. Assist with Project permitting as requested.
4. Evaluation of Design-Builder's design alternatives and priorities.
5. Evaluation of Design Builder's budget alternatives.
6. Evaluation of Design-Builder's design.
7. Evaluation of Design-Builder's schedule(s).
8. Provide constructability reviews on a periodic basis. Review and advise on the BDD Facility's impacts and Project phasing.
9. Assist with negotiation of the Project Design-Build Contract as requested.
10. Track and update Project schedules including design, preconstruction, construction, substantial completion, startup, and final completion of Project Review and track Project budgets throughout the life of the Project.
11. Provide construction inspection services.
12. Review, respond to, as necessary, and log RFIs and change orders.
13. Review, analyze and advise BDDDB to approve/disapprove the Design-Builder pay applications.



14. Review and comment on major subcontracts and vendor equipment contracts.
15. Review, log and respond to, as necessary, shop drawings and samples.
16. Attend Project meetings. Meet with and update the BDDDB and its Consulting Engineer, as necessary, or requested.
17. Assist with Project commissioning, close-out and training.
18. Monitor and advise BDDDB of the Project Substantial Completion and Final Completion.
19. Assist with the Design-Builder's training sessions following commissioning and/or close-out.
20. Review and reconcile final pay application.
21. Review, collect and log all contractor and subcontractor warranties and manufacturer's specifications.
22. Review and advise on claims as requested.
23. Develop and maintain a system of Project document control and retention.

Per BDDDB's request, AECOM has developed a specific scope of work (SOW) and associated costs to complete a review of the Design-Builder's proposal expected to be submitted to BDDDB on May 2, 2025. We anticipate the proposal will contain a number of projects to improve the reliability, operation and maintenance of the BDD system. We anticipate each project will contain a description of the issue the Design-Builder is addressing, an approach to the data collection and analysis to address the remedial design needs, anticipated configuration of the remedial construction features, a rough order of magnitude estimate of the engineering and construction costs and implementation schedule for engineering and construction.

Notwithstanding any provision to the contrary, AECOM will not provide any legal advice or representation of any nature under this Agreement in supporting the contract negotiations or claims review.

### **Initial Tasks**

#### **Task 100 – Review of Wight Water Engineering Reports**

It is our understanding WWE has developed a comprehensive report describing the deficiencies and issues associated with BDD. At this time, AECOM has only been provided Appendix A through E from that document. This task is to review the WWE report to become familiar with the issues and flaws associated with BDD.

## **Task 200 – Review Design-Builder’s Proposal**

AECOM will review the Design-Builder’s Proposal. AECOM anticipates distributing the proposal internally and giving our discipline leads time to review individually. We will hold a virtual meeting to discuss the proposal in its entirety and then discuss the individual disciplines lead priorities. We will review engineering costs and construction costs for reasonableness at this stage of the proposal. Based on this virtual meeting AECOM will prepare a priorities list for the various individual projects.

## **Task 300 – Develop Recommendations on Design-Builder’s Proposal Memo**

Based on the review of the WWE Report and the Design-Builder’s proposal, AECOM will develop a recommendations memo based on our discipline lead experience with similar projects. AECOM expects to comment on the Design-Builders projects, engineering and construction cost estimates and implementation schedules.

AECOM will submit a draft recommendations memo to BDD staff and the BDDB’s Consultant for review. AECOM will hold a virtual meeting with BDD staff and BDDB’s Consultant to discuss the Design-Builders proposal and incorporate the comments and recommendations into the final recommendations memo.

AECOM anticipates submitting the final recommendations memo to the Board for the July 2025 meeting.

## **Task 400 – Project Management**

This task includes a meeting with the BDD Board to discuss AECOM recommendations. John Sikora will be in-person, and the discipline leaders will be remote.

The task includes the work associated with managing the project such as invoicing, accounts receivable, scheduling, etc. AECOM will submit monthly invoicing and status reporting.

## **Schedule**

AECOM anticipates this scope of work for the Initial Tasks will be complete within 10 weeks from receipt of a signed Task Order.

## **Proposed Fee for the Initial Tasks**

AECOM’s cost will be lump sum detailed in the attached table. We have estimated costs of services using a 2.97 multiplier on current labor rates. AECOM will deliver monthly progress reports to the BDDB, including any associated invoices for this task.

## **Subsequent Tasks and Fees**

All subsequent tasks and fees for the same shall be submitted to and approved by the BDD Facilities Manager.



Date: May 1, 2025

To: Buckman Direct Diversion Board

Via: Bradley Prada, BDD Facilities Manager

From: Kurt Traverse, BDD Accounting Support *KFT*

Re: Request to Reauthorize Funding for the MRRF

---

### ITEM AND ISSUE:

Request for approval to reauthorize unexpended funds approved by the BDDDB from the Major Repair and Replacement Fund from FY2023 and FY2024 to FY2025.

### BACKGROUND AND SUMMARY:

The Buckman Direct Diversion Board authorized funding from the BDD Major Repair and Replacement Fund for the purpose of funding multiple projects. As of July 1, 2024 the following projects were still on-going and are expected to be completed within the current fiscal year:

#### **MRRF On-going project balance:**

- \$87,101 – Complete 1A & 2A Pump and Motor Project (approved 1/10/2024)
- \$172,416 – Replace VFD Centrifuges (Approved 10/5/23)
- \$68,900 – Replace Media in GAC Contractor – balance from FY23 (Approved \$350,000 7/7/22)
- \$175,000 – Replace Media in GAC Contractor – FY24 appropriation (Approved 7/6/23)
- \$46,100 – Reauthorize FY24 10% Contingency to complete GAC project (Approved 7/6/23)
- \$20,000 – Replace failed cameras – FY24 appropriation (Approved 7/6/23)

#### **Settlement Fund:**

- \$80,035 - Wright Water Engineering (Balance from \$250,000 Approved 4/6/23 for FY23 & FY24)  
– Post litigation work

### ACTION REQUESTED:

Staff recommends approval of the attached Budget Amendment Resolutions to re-authorize \$569,517 from the Major Repair and Replacement Fund and \$80,035 from the Settlement Fund.

**Approved by BDDDB May 1, 2025**

---

Commissioner Justin Greene, BDDDB Chair



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

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Buckman Direct Diversion	3/6/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
System Equipment	8000825	570550		649,552	
Interfund Transfer Out To 800	8010815	755800		569,517	
Interfund Transfer Out To 800	8010816	755800		80,035	
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
Interfund transfer in from 801	8000825	655801		(649,552)	

<b>JUSTIFICATION:</b> (use additional page if needed) --Attach supporting documentation/memo	\$ 649,552	\$ -
---	------------	------

Move unexpended, approved funding from the MRRF for FY2024 to FY2025 for various  
pending projects referenced in our memo to the BDDDB.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
801	(649,552)
<b>TOTAL:</b>	<b>(649,552)</b>

BDDDB Approved \_\_\_\_\_

{Use this form for Finance Committee/ City Council agenda items ONLY}			
Kurt Traverse	3/6/2025		
Prepared By {print name}	Date		
<b>CITY COUNCIL APPROVAL</b>		Budget Officer	Date
Brad Prada	City Council		
Division Director Signature {optional}	Approval Date	Finance Director {≤ \$5,000}	Date
Jesse Roach	Agenda Item #:		
Department Director Signature	Date	City Manager {≤ \$60,000}	Date