Agenda

Regular Meeting of the Buckman Direct Diversion Board
August 6, 2026 at 4:00 PM
Council Chambers
City Hall
200 Lincoln Avenue

Procedures for Buckman Direct Diversion Board Meeting

The agenda and packet for the BDD meeting will be posted at https://santafe.primegov.com/public/portal

Join on Zoom: https://santafenm-gov.zoom.us/j/87093874170

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Approval of Minutes
    a. Request for Approval of the June 4, 2026, Buckman Direct Diversion Board Meeting Minutes.
6. Matters from the Public
7. Presentations and Informational Items
    a. Status Update on the San Juan Chama Return Flow Project. (William Schneider, whschneider@santafenm.gov, 505-955-4203).
    b. Monthly Update on BDD Operations. (Matt Sandoval, BDD Operations Superintendent, mgsandoval@santafenm.gov, 505-955-4501).
    c. Report from the BDD Facilities Manager. (Bradley Prada, BDD Facilities Manager, bxprada@santafenm.gov, 505-955-4507).
8. Action Items: Consent Agenda
    a. Consideration and Request for Approval of Amendment No. 9 to the Project Management and Fiscal Services Agreement ("PMFSA") Between the

Buckman Direct Diversion Board and the City of Santa Fe to Increase the Contract Monetary Authority for the Facilities Manager from $60,000.00 to $200,000.00 Plus NMGRT, and to Provide the BDD Facilities Manager Authority to Amend Contracts for Minor Modifications and Time Extensions. (Nancy R. Long, BDD Legal Counsel, nancy@longkomer.com, 505-982-8405)

b. Consideration and Request for Approval of the Selection Committee's Recommendation to Award to SOAP Engineering, LLC to Replace Multiple PLC Units and to Provide Modifications to SCADA Systems, Request for Proposal # FY26-RFP-036. (Bradley Prada, BDD Facilities Manager, bxprada@santafenm.gov, 505-955-4507; Alexis Garcia, BDD Administrative Manager, ajgarcia1@santafenm.gov, 505-955-4508).

    i. Request for Approval of a Construction Contract with SOAP Engineering, LLC to Replace Multiple PLC Units and to Provide Modifications to SCADA Systems in the Amount of $341,497.06 which Amount is Inclusive of NMGRT with Funding from the MR&R Fund. (Bradley Prada, BDD Facilities Manager, bxprada@santafenm.gov 505-955-4507).

c. Consideration and Request for Formal Adoption of the FY2027 Annual Operating Budget. (Kurt Traverse, CliftonLarsonAllen Contractor, kftraverse@santafenm.gov, 803-207-4396; Bradley Prada, BDD Facilities Manager, bxprada@santafenm.gov, 505-955-4507).

d. Consideration and Request for Approval of a Purchase Order with Miller Bonded Inc. for On-Call HVAC Repair Service for an Amount up to $110,000.00 which is Inclusive of NMGRT for the Remainder of FY2027. (Bradley Prada, Facilities Manager, bxprada@santafenm.gov, 505-955-4507, Alexis Garcia, BDD Administrative Manager, ajgarcia1@santafenm.gov, 505-955-4508).

e. Consideration and Request for Approval of a General Services Contract with Condor Security of America for Security Services at Buckman Direct Diversion Facilites in the Amount of $231,823.33 Plus NMGRT for the Remainder of FY2027. (Alexis Garcia, BDD Administrative Manager; ajgarcia1@santafenm.gov, 505-955-4508; Bradley Prada, BDD Facilities Manager, bxprada@santafenm.gov, 505-955-4507.)

9. Action Items: Discussion Agenda

a. Consideration and Recommendation of the Appointment of the Citizen Member and Alternate Citizen Member to the Buckman Direct Diversion

Board. (Nancy R. Long, BDD Legal Counsel, nancy@longkomer.com, 505-982-8405).

10. Matters from the Board
11. Next Meeting:
    a. Thursday, September 3, 2026
12. 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

June 4, 2026

1. **Call to Order**: This meeting of the City of Santa Fe & Santa Fe County Buckman Direct Diversion Board meeting was called to order by Councilor Jamie Cassutt, BDD Board Chair at approximately 4:00 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:
Councilor Jamie Cassutt, Chair
Commissioner Justin Greene, Chair
Councilor Patricia Feghali
Commissioner Hank Hughes
T. Egelhoff, The Club at Las Campanas, [non-voting member]

Member(s) Excused:
Rolf Schmidt-Petersen, Citizen Member

Others Present:
Bradley Prada Facilities Manager
Nancy Long, BDD Board Consulting Attorney
Kyle Harwood, BDD Board Consulting Attorney
Bernardine Padilla, BDD Public Relations Coordinator
Matt Sandoval, BDD Operations Superintendent
Alexis Garcia, BDD Administrative Manager
Kurt Travers, CLA Accounting Services
Bill Schneider, City of Santa Fe, Water Resources Manager
Levi Newell, City of Santa Fe, Water Resources Analyst
Larry “Boots” Pierce, GZA
William Whitney, Interested Citizen

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

3. **Approval of Agenda**

No changes were offered and Councilor Feghali moved to approve as presented. Commissioner Hughes seconded and the motion passed by unanimous [4-0] voice vote.

4. **Approval of Consent Agenda**

Councilor Feghali moved to approve the Consent Agenda as published. Commissioner Greene seconded, and the motion passed by unanimous[4-0] voice vote.

Consent Action Items:

a. **Request for approval of Amendment No. 4 to the Professional Services Agreement with Glorieta Geoscience, a Division of GZA GeoEnvironmental, to add compensation for FY2026 in an amount not to exceed $10,000.00 plus applicable gross receipts tax**.

b. **Request for approval of Amendment No. 5 to the Professional Services Agreement with Glorieta Geoscience, a Division of GZA GeoEnvironmental, to extend the term through June 30, 2027, and add compensation for FY2027 in an amount not to exceed $65,000.00 plus applicable gross receipts tax**.

c. **Request for approval of Amendment No. 4 to the Legal Services Agreement with Long, Komer, and Associates, P.A. to extend the term through March 24, 2027, and add compensation in an amount not to exceed $190,000.00 plus applicable gross receipts tax for FY2027.**

d. **Request for approval of Amendment No. 3 to the Professional Services Agreement with Wright Water Engineers, Inc. to extend the term through April 6, 2027, and add compensation for FY2027 in an amount not to exceed $150,000.00 plus applicable gross receipts tax.**
   i. **Request for approval of a Budget Adjustment Request to utilize Settlement Funds for this expense.**

e. **Request for approval of selection committee's recommendation to award to Arthur J Gallagher Risk Management Services, LLC for Property and Casualty Insurance Broker/Agent of Record, RFP FY26-RFP-026 to procure BDDB required insurance**.
   i. **Request for approval of a General Services Contract with Arthur J. Gallagher Risk Management Services, LLC to procure BDDB required insurance in the amount of $15,000.00 inclusive of applicable gross receipts tax and for premiums brokered by Arthur J. Gallagher Risk Management Services, LLC in an amount up to $300,000.00 for BDDB required insurance.**

5. **Approval of Minutes**

a. **Approval of the May 7, 2026 Buckman Direct Diversion Board Meeting Minutes**

Commissioner Hughes moved to approve the minutes as presented. Councilor Feghali seconded. The motion passed by unanimous [4-0] voice vote.

5. **Matters from the Public**

CHAIR CASSUTT: Are there any members of the public? Please come up to the mic, sir. We usually have about two minutes for individuals to speak. All right, we'll have a two-minute timer. And if you can just give us your name and general description of where you live, that'd be great.

WILLIAM WHITNEY: Good afternoon, Madam Chairperson and Board members. My name is William Whitney. I'm a resident of Santa Fe County. I have concerns about the Department of Energy and LANL's draft plutonium pit production environmental impact statement. My concerns center on two areas, seismic risk and the scale of water use. The Pajarito Plateau, where Los Alamos sits, along the Rio Grande Rift, is tectonically active. The area is highly faulted, yet the PEIS fails to provide information regarding the full depth of these faults.

I'm concerned about wastewater seeping into these faults and contaminating the aquifer from which the BDD draws water for consumption. Something can be done. I've been advised that a draft of the long overdue, it was due back in 2017; probabilistic seismic hazard analysis has finally been submitted to DOE and LANL and is now under consideration. I strongly urge the Board to take appropriate steps to ensure that the government submits a bona fide PSHA. A trained expert in decision analysis and probabilistic determination should be engaged to thoroughly evaluate what the federal government will one day release to the public.

The scale of water use is my other concern. Of the 1.5 million gallons of water per day are anticipated should the lab enter full production of plutonium pits. Would it be prudent to compel LANL to drill deeper below the BDD aquifer zones down into the saltwater? That, of course, would necessitate the construction of a desalinization plant.

I'm also concerned about the amount of wastewater. Neither the PEIS or the LANL Site-Wide Environmental Impact Study provide a material balance sheet that shows in a single table where all the water is to be discharged. That compilation and reconciliation of data should be performed to ensure the numbers add up and can be explained.

Finally, I'd like to take this opportunity to advise the Board that I have submitted an application to serve as an at-large or alternate citizen. Should you believe that I may be of value to BDD's goals and objectives, I would be pleased to serve in this capacity. Thank you for your consideration.

CHAIR CASSUTT: Wonderful. Thank you so much, sir.

MR. WHITNEY: How'd I do on time?

CHAIR CASSUTT: You actually did really wonderfully. I was quite impressed.

7. <u>Presentations and Informational Items</u>

a. Monthly Update on BDD Operations

MATT SANDOVAL (BDD Operations Superintendent): Thank you, Madam Chair, members of the Board I'll be presenting the BDD operations report for the month of May, 2026.

The BDD diversions and deliveries have averaged in million gallons per day as follows: raw water diversions, 9.2 million gallons per day; raw water delivery to Las Campanas at Booster Station 2A, 1 million gallons per day; drinking water deliveries through Booster Stations 4A and 5A, 7.9 million gallons per day. And BDD contributed 66.7 percent of the drinking water to the City and County for the month of May 2026. And I'll stand for questions.

CHAIR CASSUTT: Thank you so much, Mr. Sandoval. Any questions? Commissioner Hughes and Commissioner Greene.

COMMISSIONER HUGHES: Could you explain why it's less than in 2025; a lower percentage of the water?

MR. SANDOVAL: BDD versus Canyon Road mix, is that what you're referring to?

COMMISSIONER HUGHES: Yes.

MR. SANDOVAL: Thank you, Board Member Hughes, Madam Chair. Yeah I believe it is a well, more well pumping.

COMMISSIONER HUGHES: I just wondered if that was for a lack of water in the Rio Grande you were able to get out.

MR. SANDOVAL: I don't believe so, but I can look into that and get back to you if you'd like.

COMMISSIONER HUGHES: Okay. Yeah. I would like to know that.

CHAIR CASSUTT: Yes, come on down, Bill.

BILL SCHNEIDER: Thank you. Commissioner Hughes and members of the Board, we're just essentially working through conjunctive management practices. We do have operations as we've been bringing the Nichols system online with Canyon Road Water Treatment Plant. So we've just been shifting our focus to other sources of supply. We've had no issues in terms of having to ramp down because of water availability in the Rio Grande at this point.

COMMISSIONER HUGHES: Okay. That's good. Thank you.

CHAIR CASSUTT: Commissioner Greene.

COMMISSIONER GREENE: Thank you. This is actually not a question for you, but if you switch this over to Tom. Do you guys recycle water from that that you use at Las Campanas?

MR. EGELHOFF: Yes, all the water that the Las Campanas Water Sewer Co-op purchases from the County goes to a wastewater plant in three cycles that we use everyday. It amounts to about, on average, maybe 80 or 90,000 gallons a day. So all that gets used and then the club is also a customer of the City for treated wastewater and then we're also a customer of the County, and we also have our own San Juan-Chama water. So all that gets mixed up.

COMMISSIONER GREENE: And used for irrigation?

MR. EGELHOFF: Yeah.

COMMISSIONER GREENE: Great. Thank you.

CHAIR CASSUTT: Thank you, Commissioner. Any other questions here on the Board? Thank you.

b. Report from BDD Facilities Manager

BRAD PRADA (Facilities Manager): Thank you, Madam Chair. Good afternoon, Board members. I'm glad to bring you our facility update for June. We have great momentum on our main projects right now, alongside a few transition points in our staffing that I'd like to walk you through.

First, let's talk about the Major Repair and Replacement Fund. You'll remember the centrifuge failure we discussed last month. I'm happy to report that the unit is now officially out for repair. The rebuild itself will take about four weeks, and then we have a week of transition and logistics to manage. So it should be here mid-July and back online hopefully before the end of the summer. We'll keep you posted as those pieces fall into place.

Over on the design-build project, things are moving right along. Our joint rebuild team, which consists of Wright Water Engineering, AECOM, and our own BDD staff, is actively engaging with RFQ respondents. We actually just wrapped up a proposal meeting and a site visit with several of the offerors. It's a multi-step process, but it's off to a strong start, and we'll keep you in the loop as those conversations progress.

Finally, turning to our job vacancies. Our personnel are collaborating closely with City HR staff to fill our open positions as we have been recently. On a bittersweet note, Eric Armstrong, our automation and security administrator, has reached his retirement milestone. His last day with BDE will be the 30th. Eric actually started his journey at Canyon Road Water Treatment Plant, and he brought that invaluable experience with him to help launch the startup of BDD. We want to thank Eric for his fundamental work and his years of dedicated service, and we wish him the absolute best in his retirement.

Now, because of Eric's departure and a few other transitions, we do have some active recruiting underway. Our account manager position opened through June 26th and both the operations superintendent and administrative assistant roles will close on the 15th. We've also kicked off the posting process to find Eric's successor as well as the PUD operator lead role. Lastly, we're just waiting on a reclassification before we open up the journeyman electrician spot.

This covers the highlights for this month. Thank you for your time, and I'll be happy to take any questions.

CHAIR CASSUTT: Thanks so much, Brad. Any questions from the Board?

C. A BDD-Specific Look at What's Up With Water in Santa Fe

BILL SCHNEIDER (City Water Resource Manager): Thank you, Chair, members of the Board. We have basically a presentation that's been making the road show, as I like to say. It's gone through various committees and even up to council. So given this is BDD specific, I was hoping to take the opportunity to work through a high level since I think most everyone on this Board has seen most of this information at this stage. Happy to hit into more detail as requested, and leave a few minutes to kind of touch on what I would say, given the makeup of the Board of County, City, and some nexus with respect to ongoing work between the City and County that ties to the BDD, hit on a couple things that that are upcoming that may be worthy with the request of the Board to bring back at another time.

So with that said, very familiar. We call this the helicopter view of the Española Basin that ultimately highlights the City's sources of supply. And we have two sources within the city limits as I think everyone's aware, the Santa Fe River and then the aquifer, the Tesuque Formation tied to the river. And then starting in the 1970s, I call it the water footprint, it basically extended out past the Santa Fe Watershed. And now we're trying to maximize and utilize in a sustainable fashion imported water, either through the Buckman Direct Diversion and the San Juan-Chama Project supply or the Buckman Well Field.

And I would be remiss not to mention the value and the use of non-potable reuse water as well as we consider that also a fifth supply, as well as water conservation. And I'm going just hit on some backstory relative to build to where we are today, and clearly some challenging hydrologic times. And also like to hit on some key highlights from 2025 and how that ties to essentially to the BDD. And so with that said we'll page down.

I think I've touched on all that. And so then this is a common graphic we've used almost with every presentation to establish a baseline. It's a 100-year production record of water demand and how it's been met by various sources, and there's been a progression. I think everyone on the Board's familiar with the addition of new sources of supply starting it's always been the Santa Fe River. In the 1950s became the city wellfield. 1970s, the Buckman Well Field came online, so that was the first sort of step outside the watershed, if you will. And then ultimately, one of our major milestones, and thankfully we're all here today because of it is the creation of the Buckman Direct Diversion and the City's ability to access its San Juan-Chama waters starting in 2011.

Another sort of key point we try to make and is the fact that despite a increasing population since the City acquired the water system we've had a population from 68,000 to about 91,000 now. We've driven our water demand down through various conservation measures. This is a common premise. We see this throughout the west now, but Santa Fe has been a leader in water conservation programs and these results pretty much reflect that. We have a GPCD, which is really a comparative of production relative to population, and we've essentially established a GPCD below 90 now at this stage, which has been holding steady. And so that's a huge accomplishment, particularly given the hot, dry weather we've been experiencing really since 2000, in this millennial drought. But one of the challenges and something we could come back to and I'll touch on at the end, what this does also reflect is we're hitting a floor relative to GPCD. Since 2015, it's been more or less leveling off. And so we're taking an inner look. The city just published this year, we're in the process of updated 10-year water conservation plan. And with that we use the word pivot, but we're really focusing on adopting new technologies to squeeze out some additional gains that we feel like we could realize with water conservation programs. And I'm happy to come back to the Board at your request to hit on those very topics at a later date.

Again, the BDD being such a critical component of the water portfolio, both for the City and the County, it's allowed for us to even create the shared pool agreement, which has really been a huge benefit to both the City and the County, really maximizing a very limited resource. And a lot of credit goes to Brad, Matt and the BDD team that we're able to even operate under these very challenging hydrologic conditions that we're seeing on the Rio Grande right now. But to this slide, as we see this progression over the past 100 years, the focus has always been, as the demand starts creeping up to match or exceed the supply, there's always been efforts to create new supplies.

So we're working through a Santa Fe 2100 Water Plan that I'll touch on at the end because there's some new developments happening between the City as well as the County. And so what we're hoping to do is basically shift the focus to water reuse, water conservation and try to emphasize a more sustainable water supply. So with that, again this paradigm as we show here, conservation being key and then renewable surface water being the preferential to Commissioner Hughes's question regarding how the BDD's been operated and used even in this year. We're still diverting water, which is quite an impressive feat, Brad.

One of the things that we highlight with the water division is again, we're required through an ordinance to report on the water supply portfolio, and we effectively compare what we have in terms of available water from our four sources, as well as then compare it to the demand. And we also build into that the need on an as-needed basis, is to provide water to Santa Fe County as backup supply through the Water Resource Agreement. And so that can be up to 1,350 acre-feet in a given year. Thanks to the continued operation of the BDD, that hasn't been triggered in many years now, I think four years since the last time that's actually been triggered, so great work.

So just hitting on a couple highlights because I really do want to focus on some of the BDD specific things that are coming down the pipe. I want to touch on basically the re-release of a report. It's on the City Utilities website. You're welcome to read it. Also, there's two versions of this presentation links provided on the YouTube channel that if you want to get Jesse's presentation style and version it's available. But one of the things, and a lot of kudos to Levi our most recent hire he was a strategic hire, has a master's degree in climate processes. And so he's been very helpful as we start exploring ways to maximize and understand better the snow melt runoff processes relative to supply in these changed conditions.

But to the point of this process now, beyond the annual report, now we're producing a newsletter, and it was really focused, and I give credit to Levi, for the purpose of the board, for the Commissioners, for the Councilors. Something abbreviated, I call it FAQ almost, but hitting on sort of key points. And some of these are really key, just not only from the standpoint of how the City in this case is doing and its water management strategies, but also projects that are really critical to ensure that in the future, especially under climate change, that we're adopting and building greater resiliency into our system. And so I want to touch on that more at the end of this talk.

And so these are Sankey maps. I see these a lot now in *The Wall Street Journal* and *The New York Times*. So they're getting traction. We've been doing these for years, so I'm going to say we, we should be getting more credit, I think. But it's a visualization tool. And the line thickness and the line color essentially correlate to a particular source, so that the light blue is Canyon Road or Santa Fe River source water. Yellow is City wellfield. Orange, Buckman wellfield. And then the big thick line, which makes up approximately half our supply right now for the City, is San Juan-Chama water coming to the BDD. And, again, 2025 is very trying times. So for the fact that we operated throughout the entire year, have retained a reserve of water and storage, we're very very proud of the fact that the BDD is operating under these challenging conditions.

Another way to look at it, and this kind of ties back to Commissioner Hughes' question earlier, is the distribution of supply. So in 2025, again, this stack plot shows the four colors corresponding to the four supply sources with emphasis, that thick dark blue line being BDD supplied water. And, it's hard to emphasize what goes on day-to-day relative to communication, cooperation in terms of how the City and the County navigate using these four sources, depending on the various conditions that come up day-to-day. But one of the key points, and we've been emphasizing this, and I think at the last time I was able to meet--speak to the Board a couple of months back Commissioner Rolf Petersen asked the question about water storage, and then I think Councilor Cassutt followed through with that. So basically, what we're able to do is retain and maintain sufficient storage in reserve for times of need. And so between McClure and Nichols on the left, there's a little under 2,000 acre-feet of storage at the end of the water year. And then up in Abiquiu, and Heron we had close to, I think about almost 12,000, if I recall. And so the idea is trying to keep that water in reserve and try to strike a balance between the four supply sources.

One of the ways we go about doing that in terms of determining water availability and supply source use is the water resource indicator. There's been a lot of conversation and talk about the indicator. It's a tool that was developed. It builds in a score utilizing, the availability of sustainable groundwater, the storage of surface water availability, and then this sort of drought monitor index. And so this equation builds into indices. But a key point that what this really is designed to do beyond just highlight where we are relative to vulnerabilities of supply, is also then link to what we're going to call policy triggers. And so the idea we're working now with the conservation department is as the number, as this indicator falls within certain thresholds, eight, seven, six, five, it will trigger various stages of drought requirements and we'll call it drought management and demand management mitigation. Those are already in the City Code, so there's a lot of forethought has been given over the years. We have a lot to work with. So really the effort now is to integrate it within the WRI context and add some added benefits and methods.

And so with that said there, there hasn't been a water rate increase, so clearly that's, I wouldn't say a highlight, I think it's a reality we're all facing in these trying times post-COVID of supply chain challenges as well as cost escalation. Just the simple – I'll give you an example. The cost of steel for the pipes that we buy has more than doubled since 2021. And so it certainly has impacts on how we operate and do business. So ultimately what we're working through is basically, and has been passed by Council and will come into fruition here starting in January, is an incremental cost increase. It's small. It's about $2 per month per residential bill, and it will build up over five years. And so what it did do is add a third tier, but really what that is to build a trigger to incentivize conservation. If you look at the City demand after the City acquired the water system, clearly the rate hike that happened back many years back triggered a very observable water demand reduction. It's simply a reality, and I think that probably is fairly expected. So the question is hopefully now is in this first tier is we're actually lowering the cost of water up to the 4,000 threshold with the idea of hopefully really just trying to create benefit for the folks that are really managing their water demands in a proper manner.

The hope and idea now again is with the advancement in technologies that the City's acquired through automated metering. We're starting to now shift to building very high tech ways to establish water budgets, comparative water use, and to work with our customers. Again, we all have to be successful together, and so we don't want this to be punitive. We really want to just encourage our customers to work with us to reduce the demand, particularly in the summer months.

With that said, one of the ways that we try to build more resiliency in our system is through some planning projects that have been ongoing now for several years, and we're hoping to wind them down here in the next year. But one of the emphasis and, Jesse's hit on this is, water conservation has always been a mantra and a priority for us. But now really we're emphasizing water reuse. And so with that said, it's interesting just to see again how the challenges of permitting, the environmental permitting side on these projects as well as the material costs. It's been eye-opening for us. And so with that said, ultimately the hope will be is that we are going to be winding down the permitting and engineering design phase on a project that is really designed around water reuse. And that project we've titled the San Juan-Chama Return Project. I think everyone in this room has heard of this. I met with David Palumbo, who's the Secretary of the Bureau of Reclamation, last week, and he even shared that this process Reclamation's very proud of because we call it cradle to grave. So this started basically with a basin study, which our understanding was the first water planning exercise that took a look at changing climatic effects on hydrology, and it led to this basin study of 2015, which has already been updated once, but then it went through a cycle of feasibility study, looking at alternatives, engineering, pre-design. Now we're in the design phase and permitting, and it's coming to an end. It's been quite a long road. And what this project will do it will maximize the ability to reuse the San Juan-Chama project water. I think most folks are aware the City has 5,230 acre-foot allocation. That can vary year to year, clearly, in terms of water availability. And the County has 375 acre-feet a year. So the idea is we're looking at is a way to create a new source of supply. Really how that would do is, right now, when San Juan-Chama water is diverted at the BDD, brought into the City, some of it's lost, essentially consumed to either non-revenue type losses or mostly to outdoor water use, consumptive use. But still, because of how mindful people are with conservation and how our system has really evolved, we recover about 66 percent of that water on an annual basis at the Paseo Real Water Reclamation Facility, the wastewater plant. It's an immense resource that right now isn't being utilized. And so we went through, and again, I'm going down some backstory, but, it was a very rigorous, what we call triple bottom line evaluation. So it wasn't simply about how to capture the most available water for the cheapest investment. It also built in the necessity to ensure that flows would continue in the lower Santa Fe River below Paseo Real. It would also ensure that there's a weighting matrix assigned to various projects to give value. It's a value-driven evaluation for cultural and environmental. So where this project landed, and it's a pretty simple project in many – it's almost embarrassing how simple this is. It's basically a pipe that would return effluent that originated at the BDD from the San Juan-Chama source water, and it will run right past the BDD water plant. This pipe will then potentially, someday, maybe be an avenue for direct potable. I think El Paso is now heading down that path. The City will continue to explore the upsides and downsides of that as a source of supply, and maybe the BDD could be part of that answer, and maybe not. We just simply have to just use the best available science.

But for the interim, this pipe will then route back to the diversion at the Rio Grande. The City's already acquired a permit with the State Engineer's Office to do an exchange to return all that water back. So it's a one-to-one. It's a very efficient way to get return flow credit. And so it's really essentially turning, I call it the sewershed, but it's basically converting our sewershed into a new source of supply And with that said, we have this graphic that kind of highlights right now, like I call it one bite at the apple. We convert the water, it comes into the City, and it's basically lost in terms of water supply source. With the pipeline in place, the project in place, the credits of any effluent that is returned to the Rio Grande will be allowed to be brought right back to the BDD. So with all the technology we have in terms of metering, monitoring, our permit requires all that information to be recorded and reported to the State Engineer's Office. We're set to go. And so we're heading towards that path.

And one thing we'd like to highlight, I emphasize the WRI; one of the key things that that we try to emphasize is that the value of having that water in storage. And so we've run calculations on what would it look like, how much water would we have in storage if we built the pipeline at the time we built the BDD if we had that available to us? There was many reasons why that didn't happen. I would defer maybe to Kyle as to the challenges behind the permitting of the BDD at the time. But basically the takeaway here is, right now we have roughly a little over 10,000 acre-feet of water in storage, San Juan-Chama water.

Had the pipeline been built starting in 2020, we'd have almost 20,000 acre-feet right now. So it's a common sense principle, but clearly, the value of this will be greater realized in the sense for the City to utilize this resource to its fullest extent because we're also trying to strike a balance on the Santa Fe River and meet living river requirements. We have to be concerned about other domestic wells. We want to recharge the City wells as well as the Buckman wells. So it really does help strike that balance and build more resiliency. And so this graphic is just another way to kind of illustrate that. It will build available water supply through the operation.

Ultimately it will impose some challenges, I'm looking at Brad, because when this system comes online in terms of communication, which has been amazing by the way, I want to touch on that if I'm allowed another minute. But the state engineer has issued that permit with confidence that we can deliver.

With that said, all this information is on our website. I can stand for questions, but I did want to hit on a couple key points if there's any more time allowed, and thank you.

CHAIR CASSUTT: Yes, if there's more that you wanted to add, go ahead.

MR. SCHNEIDER: Thank you, Councilor. So what I did want to touch on real briefly, I've been hammering, to the point the value of reuse and where we are in the process. So the San Juan-Chama return project is heading towards the finish line relative to permitting and design. We're at the 90 percent design phase. We basically will have an environmental assessment out for public comment. Right now our schedule shows July 18th. And so then the question is basically how best to start going through the, assuming there's no hiccups with respect to the public comments, how quickly we can transition to the next step, which is construction and operation.

With that said, we just received a second installment under the congressionally authorized Title XVI program. So the City now is up to 11.2 million of federal funding that's already been allocated, and we're seeking now a third installment. So there's additional Water Trust Board funding. So again, a lot of these things, I mention it simply because these dollars come with performance requirements, and there's basically a period of performance with these grants. So no further delay or else we effectively may lose the money. We're really feeling the urgency to bring it to closure.

With that said, so amazed by Brad, Matt, and the team in terms of how well the City and the County are working to almost daily at this stage in terms of the challenges on the Rio Grande right now. But the fact that we're still diverting is remarkable, and I just can't emphasize that enough. But what it does show is the value that the Board allowed to build the BDD dashboard accounting tool. It is instrumental. It's fully transparent, and it allows everybody, even Tom, the ability to see day-to-day where we are in terms of water diverted, water available, as well as water rights. So it keeps us in compliance, and there's no more important time right now than doing that with the current conditions.

In closing, next week the City and the County are partnering on the Next Generation Water Summit next Thursday, Friday. I think most folks are a bit aware of that. I think there'll be two really important workshops and roundtables. On Wednesday in advance, there's a conversation where the City and the County are working with the State Bureau of Geology and the USGS to look at new technologies. There's going to be some flight patterns being flown looking for brackish groundwater. And this is a initiative led by Governor Lujan Grisham's office basically seeking out new sources of supply. That potentially could open up amazing opportunities, I won't say inexpensive, but potentially could involve the BDD as well because, again, treatment train for brackish water, I think most folks may be aware the BDD is set up partly to even handle that type of water treatment with some additional add-ons.

And then lastly we're having our first workshop under the MOA for Santa Fe 2100. It's June 15th, staff, City, County looking at integrated demand management and how to model the County demands through the City system. And that will also explore how the potential Pojoaque Regional Water System would intertie with our system, which could include the BDD because the Pojoaque Regional Water System does have San Juan-Chama water available, so hence there's a nexus nudge and we can connect the dots with the San Juan-Chama return project, so we can leverage that project to help our partners, particularly in the case of when backup water is needed.

And lastly, we're also co-authoring a grant to do riparian restoration on the lower Santa Fe River below Paseo Real from through the city lands at the airport across Calle Debra into the county open space all the way down to BLM. And so we've got many letters of support coming through, fingers crossed. I think it'll be a substantial sort of improvement if we're able to help improve water quality and reduce some of the conflict that's happened down there. And with that, I stand for questions.

CHAIR CASSUTT: Wonderful. Thank you so much. Really appreciate it. Any questions? Councilor Feghali.

COUNCILOR FEGHALI: Thank you for that. That was super informative. We had a presentation the other day at the City about diverting storm water. Does that affect any of this? Does this affect our wells if we start doing it at scale? Does it create issues in any way?

MR. SCHNEIDER: I'm not an expert in that, but we have explored it. I will say that the way that we understand, or at least I understand the way the City's current stormwater system is structured, it's not really a system, right? It's basically push that water down and out of the city and we've seen the effects of that down in La Cienega. I think that's recognized.

So to answer your question, any retention and infiltration programs that the City adopts will help not only in water quality, but would enhance recharge, particularly to the City wells. There's a direct connection. We've done a very detailed I call it a water balance study through the city multiple times to monitor the effects of the living river on how it affects recharge. So anything we could do to enhance that clearly would only provide benefit from my perspective.

CHAIR CASSUTT: Commissioner Green.

COMMISSIONER GREENE: Thank you. Bill, first of all, thank you for giving a different version of this presentation to the Pojoaque Basin Regional Water System. It's great to get different aspects of this. And I'd argue you've got the most comprehensive look at the water systems than what the County has, or even Pojoaque Basin has. So that's great to know that resource is looking at this in those terms.

Is there a version of this then? So now that I've seen a Pojoaque Basin version, and now I've seen a BDD version, there's a City version out there somewhere. Is there a County version?

MR. SCHNEIDER: Not that I'm aware of.

COMMISSIONER GREENE: So this is my question, right? Like, when you get done with Next Generation and all this, start to work with the County in understanding their resources, our resources, is there a way to incorporate this not only for our use at the County but also to every partner, whether it's BDD, Pojoaque Basin, City, who's a partner in all of these overlapping concentric circles of the aquifer and our water use?

MR. SCHNEIDER: Thank you for the question, Commissioner Greene. I'm giving that thought. I really actually do think there's a huge opportunity to achieve that in the near term. And how that would be accomplished is through the Santa Fe 2100 plan. We do have this working MOA and so how that will effectively – one of the outcomes of that MOA and the plan is to achieve a 40-year water plan for the County as well as the City. And what it does is it looks at ways to maximize sharing of water – this limited water resources. So the intertie being one example. County is a 7 percent partner on the San Juan-Chama return project as far as I know. I've been not notified there's been any change in that mindset.

And then, with an intertie, and we're also doing master planning, and so we're looking at transmission, distribution, and we're looking at how the effects of up to 1,000 gallons a minute could come through the City system from the intertie. And then if our system's unable to bear that pressure changes, water quality, there's ways to explore through this process, potentially, for example, manage aquifer recharge out in the Buckman wellfield. And that could be a shared resource because it's going to be expensive. And I use the metaphor like cioppino where everyone chips in a little to make the stew. Everybody has a water right available that could be a partner and contribute, including Las Campanas to help further the resiliency of our system to provide greater backup. So right now, the County backup system as everyone's aware, is the City. So the more we can do to help build additional backup supply puts less burden on our system.

COMMISSIONER GREENE: Thank you. If it's possible within the next few months when you get done with the Next Generation and all this gearing up, if there's a presentation that can evolve and be given to Santa Fe County towards October, November, would be great. Like, whenever you think it's ready, but sooner than later.

MR. SCHNEIDER: To the Commission?

COMMISSIONER GREENE: Yes, to the Commission, please, yeah. And what's the price of the return flow pipeline these days?

MR. SCHNEIDER: So we're getting the 90 percent design that will be our basically final cost. Right now it's anywhere from $40 to $50 million dollars total cost.

COMMISSIONER GREENE: That sounds cheap. It's real money, but it sounds like a great deal. And then is the County on the hook for 7 percent of that number?

MR. SCHNEIDER: That's correct.

COMMISSIONER GREENE: Okay. We don't know that number yet, so I have not heard that. So that's good for us to know.

MR. SCHNEIDER: Yeah, through our agreement through the San Juan-Chama Return Project, Commissioner, the County has an opportunity to review the engineer design and the costs. And so I've been in communication with Travis and Brian to start those conversations.

COMMISSIONER GREENE: Great. I will encourage them to bring the news to us more officially. And then you also mentioned earlier in this presentation that there was something new. What was new?

MR. SCHNEIDER: Relative to this? I would say what is new is basically from my standpoint, it's what we touched on, is one is this brackish water investigation. And then secondly, I think we have finally, actually, the train is leaving the station relative to partnering on the water plant. Because we've been working on it for three and a half years. And we've had some challenges with using the best available science comes delay, delay, delay. Our partner, the US Bureau of Reclamation, has really been spearheading some modifications to the latest climate hydrology that we'll have available to us, putting Levi to work to help process that data, and it will now essentially be used for the County as well.

COMMISSIONER GREENE: Great. Thank you.

CHAIR CASSUTT: Thank you, Commissioner. Any other questions? Thank you so much, Bill. Appreciate you being here.

9. Action Items: Discussion Agenda – No items were presented.

10. Matters from the Board

CHAIR CASSUTT: Commissioner Hughes.

COMMISSIONER HUGHES: I just wanted to mention that the County passed a letter in support of Environment Department's new regulations for the WIPP project that would take much more of the waste from LANL and start cleaning up that project. And I asked about that last month. But the County, we took a position on it.

CHAIR CASSUTT: Thank you. Yes, Commissioner Greene.

COMMISSIONER GREENE: Thank you, Madam Chair. I'd still love the opportunity to make a letter that's alerts as much as humanly possible all of our downstream partners about the Rio Chama Uranium Project, the Rio Arriba, but both as an obligation.

CHAIR CASSUTT: I was just reminding myself that you said that to me, and I need to read it because it's in my emails. Thank you. Just trigger.

COMMISSIONER GREENE: We got a couple responses from people upstream that were thankful for the support, that we were on their side. And then also some folks from downstream that said, We didn't know. We're close enough, and we're the most proactive government out here. And in the case of this letter that the County did, we sent it to other counties, right? And I think that we should send it as BDD to other water systems.

11. Next Meeting: Thursday, July 9, 2026

10. Adjourn

Chair Cassutt declared this meeting adjourned at 4:50 p.m.

Approved by:

____
Jamie Cassutt, Board Chair

ATTEST TO

____
Geralyn Cardenas
City Clerk

City of Santa Fe Water
801 W. San Mateo, Santa Fe, N.M. 87505
www.santafenm.gov/water

Jesse Roach PE PhD, Director

Rick Carpenter, BDD Facility Manager
John Del Mar PE, Engineering Manager
Jonathan Montoya, Source of Supply Manager
Mike Moya, Transmission and Distribution Manager
Bill Schneider PG, Water Resources and Conservation Manager

MEMO

Date: July 26, 2026

To: Buckman Direct Diversion Board (BDDB)

Via: Jesse Roach, Acting Public Utilities Director

From: Bill Schneider, Water Resources and Conservation Manager

Re: San Juan Chama Return Flow Project Status Update

INFORMATIONAL ITEM

Status Update on the San Juan Chama (SJC) Return Flow Project, detailing key milestones and Project schedule.

BACKGROUND AND JUSTIFICATION

The SCJ Return Flow Project is a Congressionally Authorized Project under the Title XVI Program and administered by US Department of Interior. The Project was developed under the US Bureau of Reclamation Basin Study Program and consists of a pipeline to route effluent back to the Rio Grande for return flow credits to be rediverted at the Buckman Direct Diversion.

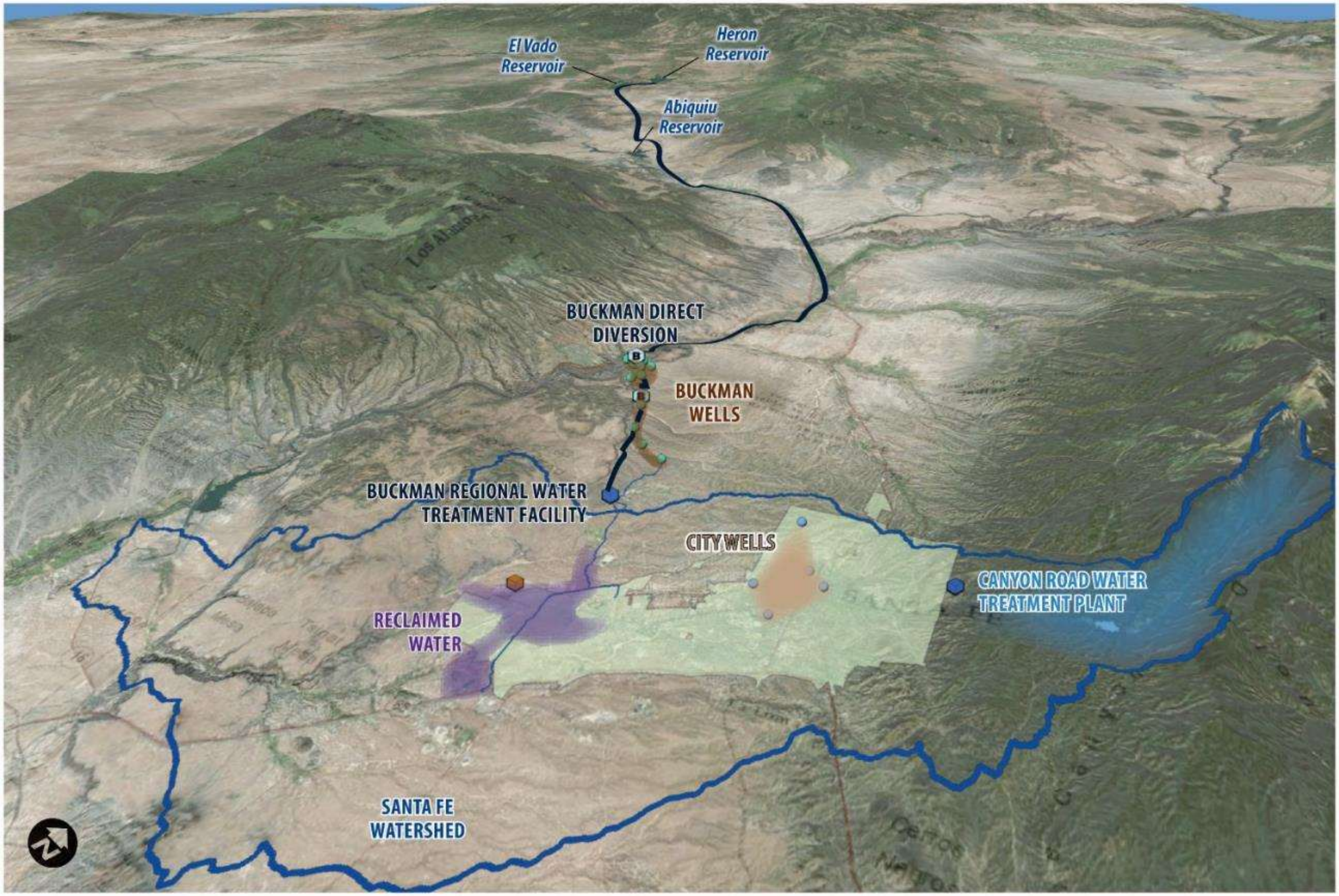
RECOMMENDED ACTION

No action is requested, informational item only.

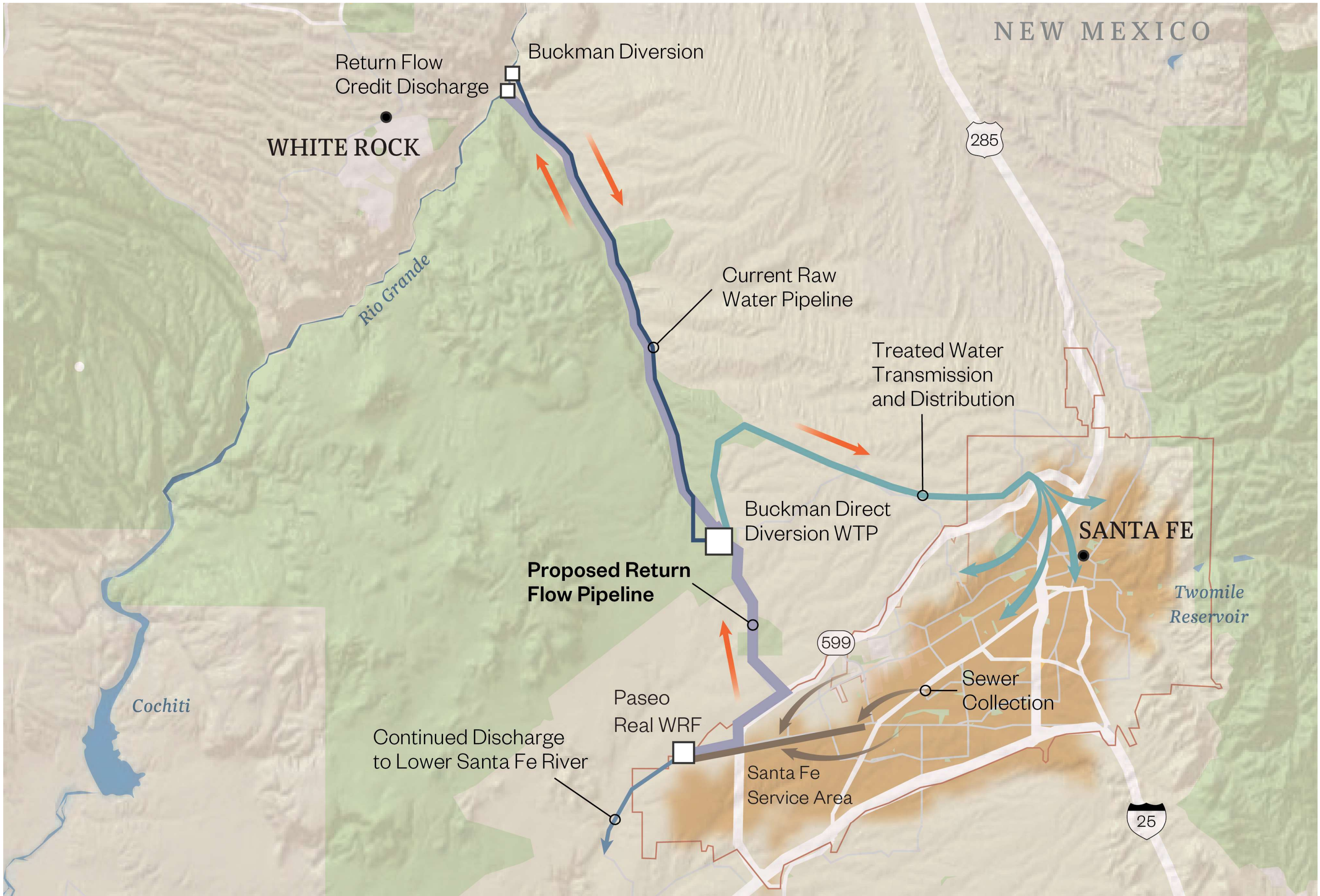
Santa Fe Water Supply Sources

Conjunctive Management

- » Santa Fe River
- » Rio Grande – San Juan Chama Project
- » City Well Field
- » Buckman Well Field
- » Conservation
- » Water Reuse



San Juan Chama Return Flow Project



San Juan Chama Return Flow Project Update

EA Draft Timeline

PDS_StrategyMeeting2_090723.pptx/3

Buckman Direct Diversion

Date: August 6, 2026

To: Buckman Direct Diversion Board

From: Matthew Sandoval, BDD Operations Superintendent MS

Subject: Update of BDD Operations for June and July 2026

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDB) on BDD operations during the months of June and July 2026. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD), as follows:

July	2026	2025
Raw water diversions	5.80 MGD	7.03 MGD
Raw water delivery to Las Campanas at BS2A	1.13 MGD	0.84 MGD
Drinking water deliveries through Booster Station 4A/5A	5.66 MGD	6.78 MGD

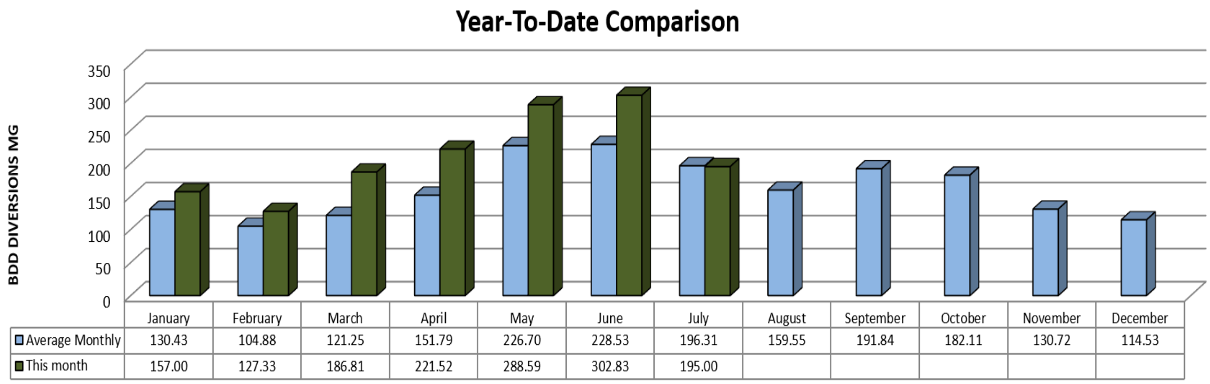
June	2026	2025
Raw water diversions	8.86 MGD	7.31 MGD
Raw water delivery to Las Campanas at BS2A	1.24 MGD	0.89 MGD
Drinking water deliveries through Booster Station 4A/5A	8.63 MGD	7.21 MGD

2. Water supply to the City and County from all sources.

July	2026	2025
BDD	40.1 %	54.3 %
Canyon Rd WTP	25.1 %	23.2 %
City Wells	12.5%	11.5 %
Buckman Wells	22.3%	11.0 %

June	2026	2025
BDD	64.1 %	58.7 %
Canyon Rd WTP	25.9 %	16.7 %
City Wells	7.3%	17.7 %
Buckman Wells	2.7%	6.9 %

3. The BDD year-to-date diversions are depicted below:



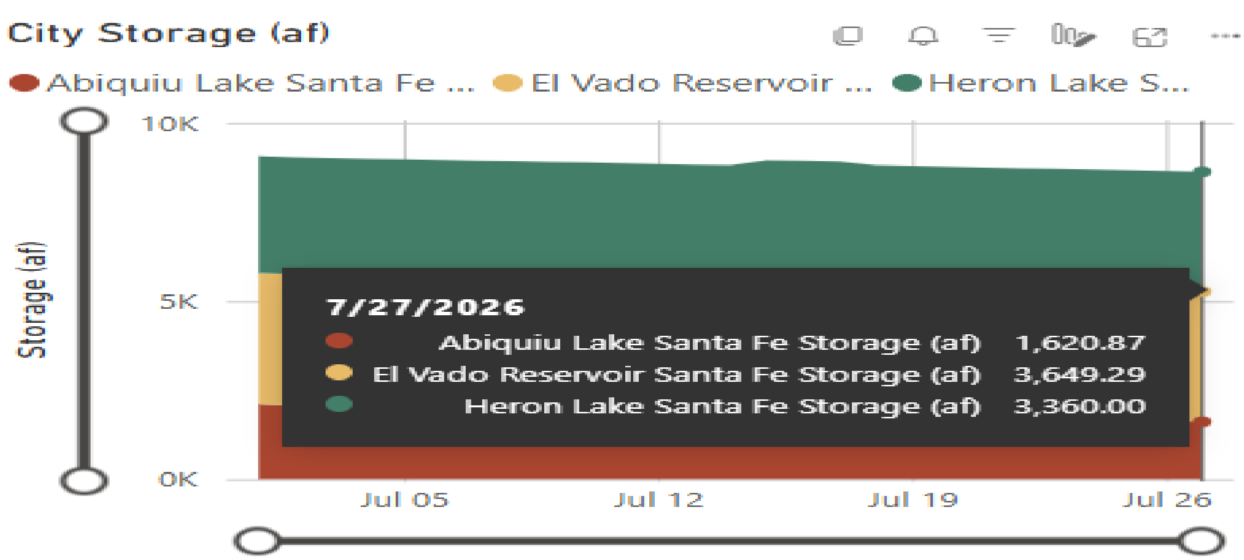
	January	February	March	April	May	June	July	August	September	October	November	December
Average Monthly	130.43	104.88	121.25	151.79	226.70	228.53	196.31	159.55	191.84	182.11	130.72	114.53
This month	157.00	127.33	186.81	221.52	288.59	302.83	195.00					

Regional Water Overview

Daily metered regional water demand averaged approximately:
July 2026: 11.9 MGD
June 2026: 11.8 MGD

Rio Grande flows averaged approximately:
July 2026: 260 CFS (cubic feet per second)
June 2026: 269 CFS (cubic feet per second)

City/County/Las Campanas Storage- as updated by partners. As of July 27, 2026 City of SF Abiquiu SJC storage is at about 1620.87 AF.

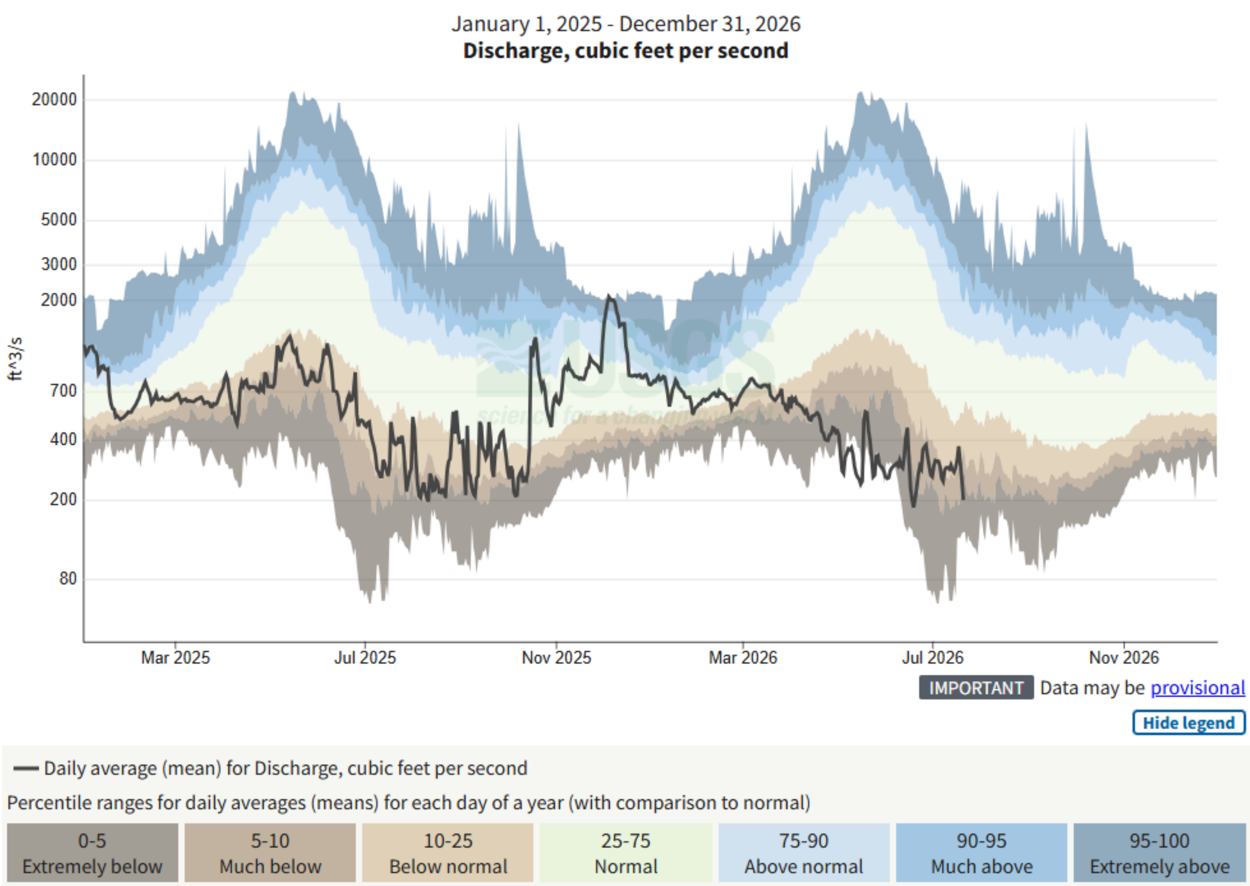


Regional Water Supply

CRWTP reservoir storage: Nichols: 71% McClure: 16% Watershed Inflow: 0.55 MGD

- Santa Fe SNOTEL
  - Cumulative snow Water/Equiv. Inches 0.0
  - Cumulative Snow in Depth in Inches 0.0

Current Rio Grande Watershed Snowpack Storage Data:
The snowpack in the upper Rio Grande Basin is gone, and the spring runoff has been over for more than a month, at a time when the historic median Rio Grande flows (measured at the Otowi gage, shown below) are in the waning stages of spring runoff.



Source: https://waterdata.usgs.gov/monitoring-location/USGS-08313000/statistical-graphs/

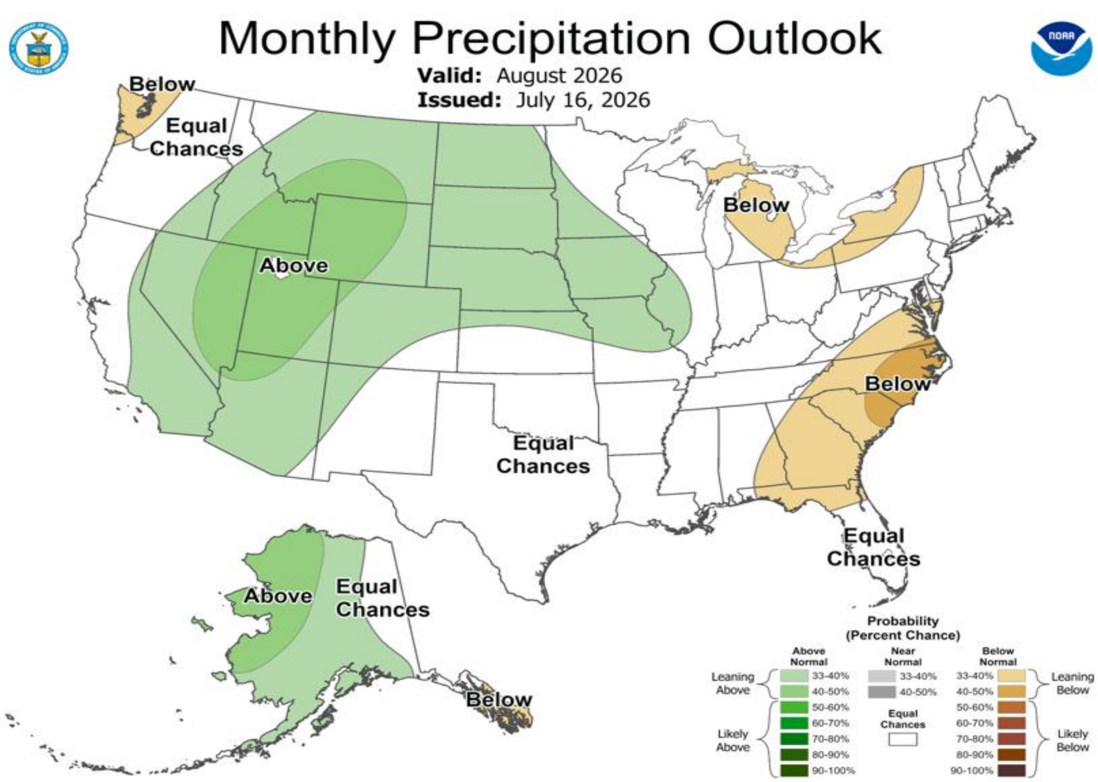
Current El Niño Southern Oscillation (ENSO) Status Summary
At the time this report is being prepared (7/22/26) NOAA is reporting the presence of El Niño conditions. Sea surface temperatures are above average in the central to eastern equatorial Pacific, with temperature indices of +0.5°C and +2.7°C in the western and eastern equatorial Pacific, respectively. NOAA is forecasting that the El Niño system will continue to strengthen through the end of the year, with a 97% chance that a strong El Niño will persist through early spring of 2027.

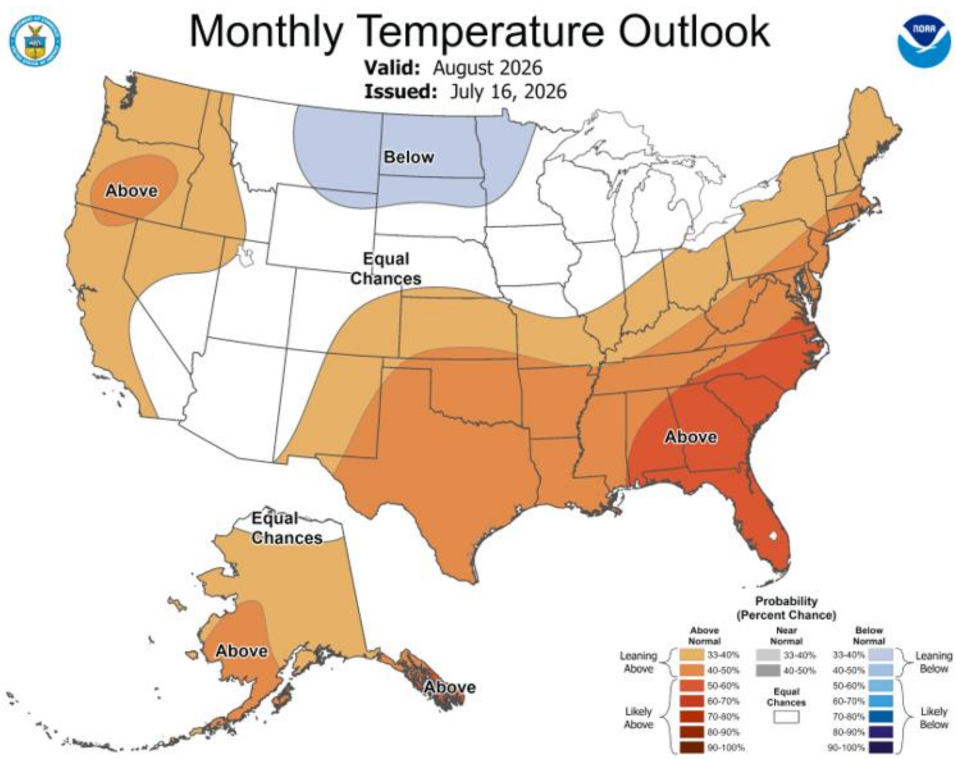
Source: cpc.ncep.noaa.gov

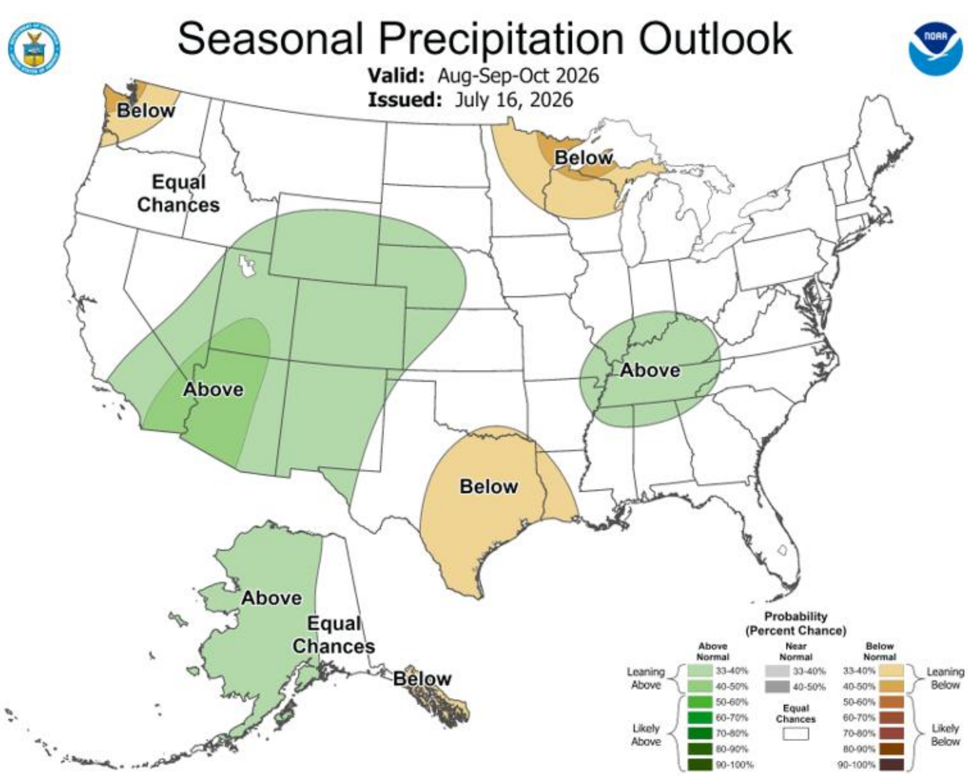
Seasonal Precipitation and Temperature Outlooks:
The current NOAA one-month forecast suggests an equal chance of above- or below-normal precipitation for most of New Mexico, leaning toward above normal precipitation in the northwest portion of the state. The one-month forecast indicates above average temperatures likely for all but the northwest portion of the state. Both the current NOAA three-month precipitation outlook and the three-month temperature forecast are leaning toward above normal for the region.

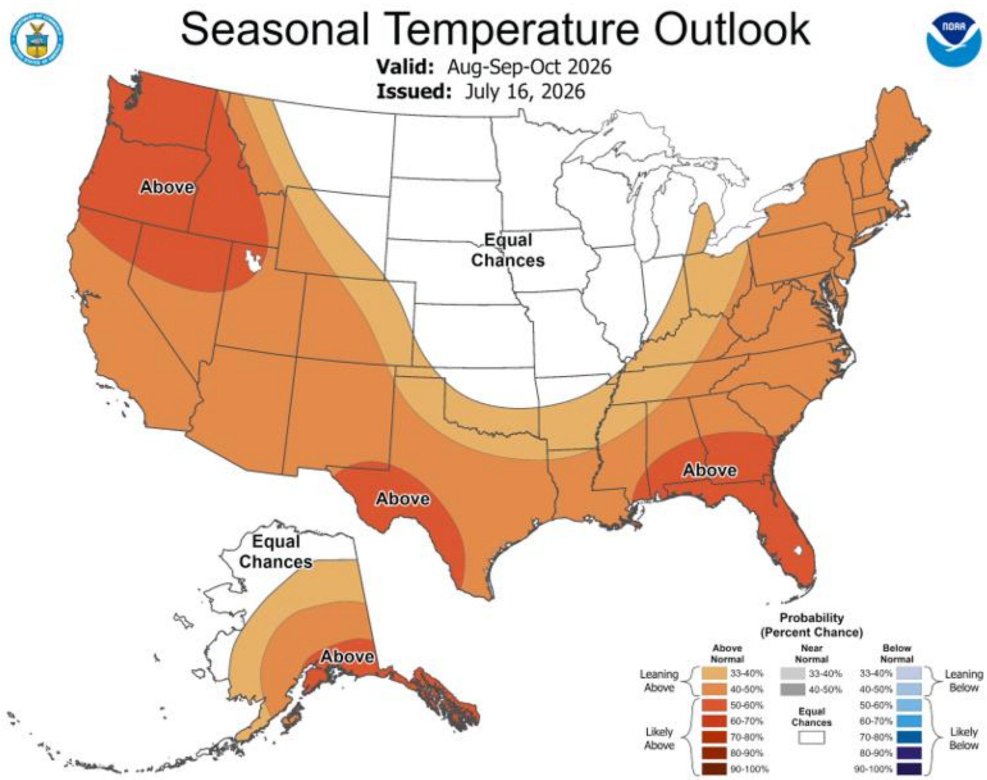
Maps of one- and three-month temperature and precipitation forecasts are provided below.

Source: https://www.cpc.ncep.noaa.gov




Monthly Temperature Outlook
Valid: August 2026
Issued: July 16, 2026
Below
Above
Equal Chances
Above
Equal Chances
Above
Above
Probability (Percent Chance)
Above Normal
Near Normal
Below Normal
Leaning Above
Likely Above
Leaning Below
Likely Below
Equal Chances


Seasonal Precipitation Outlook
Valid: Aug-Sep-Oct 2026
Issued: July 16, 2026
Below
Equal Chances
Below
Above
Above
Below
Above
Equal Chances
Below
Probability (Percent Chance)
Above Normal
Near Normal
Below Normal
Leaning Above
Likely Above
Leaning Below
Likely Below
Equal Chances



Summary/Interpretation

No snowpack remains in the Upper Rio Grande Basin and the historically low spring runoff is complete. Observed low Rio Grande flows are likely to continue unless/until monsoon precipitation becomes a significant source of flow. The low snowpack will almost certainly result in a San Juan Chama Project allocation that is significantly less than 100%. San Juan Diversions were halted in late June, at which time 27% of the full allocation had been diverted. BOR has indicated there may be more diversions if monsoons allow, but the 2026 allocation is unlikely to exceed 2025's 39% allocation without significant additional precipitation. The three-month precipitation outlook is promising, with the current presence of El Niño conditions potentially resulting in higher-than-normal precipitation during summer monsoons.

Buckman Direct Diversion

OSE Monthly Report

Buckman Direct Diversion Monthly Native and SJC Diversions (ac-ft)

		Total Diverted	Total Native Diverted	County Native Rio Grande Diversions					TCLC Native Rio Grande Diversion			San Juan-Chama Diversions			
		Total Diverted	Total Native Diverted	Total County Native Diverted	County Native SP-4842	County Native SP-4842-A	County Native RG-20516 et al. -C into SP-4842	County Native RG-20516 et al.-A & -B into SP-4842-A	Total TCLC Native Diverted	TCLC Native SP-4842-A	TCLC Native RG-20516 et al.-A & -B into SP-4842-A	Total SJC Diverted	City SJC SP-2847-E Diverted	County SJC SP-2847-E Diverted	TCLC SJC SP-02847-N into SP-4842-A1-T Diverted
2026	Jan	496.024	380.983	380.983	380.983	0.000	0.000	0.000	0.000	0.000	0.000	115.041	115.041	0.000	0.000
	Feb	412.395	283.548	283.548	283.548	0.000	0.000	0.000	0.000	0.000	0.000	128.846	128.846	0.000	0.000
	Mar	711.799	493.340	493.340	493.340	0.000	0.000	0.000	0.000	0.000	0.000	218.460	185.415	0.000	33.045
	Apr	679.891	679.891	679.891	200.659	0.000	372.384	106.847	0.000	0.000	0.000	0.000	0.000	0.000	0.000
	May	879.985	42.405	42.405	0.000	0.000	0.000	42.405	0.000	0.000	0.000	837.580	837.580	0.000	0.000
	Jun	929.428	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	929.428	874.235	0.000	55.192
	Jul	576.597	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	576.597	477.984	0.000	98.614
	Total	**4,686.118**	**1,880.166**	**1,880.166**	**1,358.530**	**0.000**	**372.384**	**149.252**	**0.000**	**0.000**	**0.000**	**2,805.952**	**2,619.102**	**0.000**	**186.851**
	Max Allowable		**2,440.368**	**2,174.204**	**1,358.530**	**0.000**	**372.384**	**443.290**	**266.164**	**69.804**	**196.360**	**7,454.125**	**6,406.750**	**459.375**	**588.000**
	Remaining		**560.202**	**294.038**				**294.038**	**266.164**	**69.804**	**196.360**	**4,648.173**	**3,787.649**	**459.375**	**401.150**

Data is current as of 7/27/2026

Buckman Direct Diversion

OSE Monthly Report

Buckman Direct Diversion Monthly Native and SJC Diversions (ac-ft)

		Total Diverted	Total Native Diverted	County Native Rio Grande Diversions					TCLC Native Rio Grande Diversion			San Juan-Chama Diversions			
		Total Diverted	Total Native Diverted	Total County Native Diverted	County Native SP-4842	County Native SP-4842-A	County Native RG-20516 et al. -C into SP-4842	County Native RG-20516 et al.-A & -B into SP-4842-A	Total TCLC Native Diverted	TCLC Native SP-4842-A	TCLC Native RG-20516 et al.-A & -B into SP-4842-A	Total SJC Diverted	City SJC SP-2847-E Diverted	County SJC SP-2847-E Diverted	TCLC SJC SP-02847-N into SP-4842-A1-T Diverted
2025	Jan	326.141	123.689	123.689	123.689	0.000	0.000	0.000	0.000	0.000	0.000	202.453	202.453	0.000	0.000
	Feb	313.427	28.205	28.205	28.205	0.000	0.000	0.000	0.000	0.000	0.000	285.223	285.223	0.000	0.000
	Mar	563.860	257.038	257.038	257.038	0.000	0.000	0.000	0.000	0.000	0.000	306.823	306.823	0.000	0.000
	Apr	677.035	471.649	471.649	471.649	0.000	0.000	0.000	0.000	0.000	0.000	205.388	205.388	0.000	0.000
	May	918.542	292.560	292.560	292.560	0.000	0.000	0.000	0.000	0.000	0.000	625.983	625.983	0.000	0.000
	Jun	754.206	62.214	62.214	62.214	0.000	0.000	0.000	0.000	0.000	0.000	691.993	691.993	0.000	0.000
	Jul	748.447	35.193	35.193	35.193	0.000	0.000	0.000	0.000	0.000	0.000	713.256	713.256	0.000	0.000
	Aug	446.168	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	446.169	446.169	0.000	0.000
	Sep	418.331	65.790	65.790	65.790	0.000	0.000	0.000	0.000	0.000	0.000	352.542	352.542	0.000	0.000
	Oct	304.622	148.107	148.107	22.192	0.000	125.915	0.000	0.000	0.000	0.000	156.516	156.516	0.000	0.000
	Nov	301.012	282.448	282.448	0.000	0.000	246.469	35.979	0.000	0.000	0.000	18.565	0.000	0.000	18.565
	Dec	425.163	425.164	425.164	0.000	0.000	0.000	425.164	0.000	0.000	0.000	0.000	0.000	0.000	0.000
	Total	**6,196.954**	**2,192.057**	**2,192.057**	**1,358.530**	**0.000**	**372.384**	**461.143**	**0.000**	**0.000**	**0.000**	**4,004.911**	**3,986.345**	**0.000**	**18.565**
	Max Allowable		**2,440.368**	**2,224.234**	**1,358.530**	**0.000**	**372.384**	**493.320**	**216.134**	**69.804**	**146.330**	**7,362.500**	**6,407.000**	**367.500**	**588.000**
	Remaining		**248.311**	**32.177**				**32.177**	**216.134**	**69.804**	**146.330**	**3,357.589**	**2,420.655**	**367.500**	**569.435**

Projected Diversions (ac-ft)

SJC in Storage as of Thursday, January 1, 2026 (ac-ft)

City SJC in Storage	County SJC in Storage	TCLC SJC in Storage
10,558	1,003	1,109

Date: **August 6, 2026**

To: **BDD Board**

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

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

This report outlines current progress on key facility projects, procurement, and staffing as of August 2026. Updates include the advancement of Major Repair and Replacement (MR&R) projects, continued progress on the Design/Rebuild project and an emergency expenditure notification.

- **HVAC Replacement (Emergency Expenditure Notification)**

  The HVAC chiller for BDD's Administration Building failed and required immediate replacement at a cost of $77,427.41. Due to the critical nature of the repair, I declared an emergency to authorize the purchase.

  This action was taken pursuant to the PMFSA, Amendment 7, Article 3, Section C, which states:

  "In an emergency, the Project Manager may approve contracts and expenditures over $60,000.00 if it is not practical to submit the contracts or expenditures to the BDD Board for approval prior to the transaction."

  This section serves as formal notification of this expenditure to the Board.

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

  As this is the first meeting of the new fiscal year, I want to inform the Board that we have kicked off the MR&R projects by reaching out to vendors for quotes.

  PLC Replacement Project is currently in the final stage prior to ordering; completion is expected before the end of the calendar year.

  Raw Water (RW) System Pumps: Multiple pumps have been ordered, and deliveries have already been received.

- **Design/Build project**

  The project team—comprising WWE, AECOM, and BDD staff—has reviewed proposals and completed interviews with the RFQ respondents. We anticipate selecting an offeror and negotiating a contract soon.

- **Current Job Vacancy Updates**

  BDD personnel are collaborating closely with City HR staff to fill open positions.

Title	Status
Operations Superintendent	Candidate Accepted, Waiting on Start Date
Administrative Assistant	Candidate Accepted, Waiting on Start Date
Accounting Manager	Posted, closes 8/12/26
PUD Operator Ladder	Posted, Closes 8/30/26
Automation & Security Administrator	Completed interviews, none Selected, Waiting on Reposting
Journeyman Electrician	Waiting on Reclass

Date: August 6, 2026

To: Buckman Direct Diversion Board

From: Nancy R. Long

Subject: Discussion and possible action to approve Amendment No. 9 to the Project Management and Fiscal Services Agreement

Item and Issue:
Discussion and possible action to approve Amendment No. 9 ("Amendment") to the Project Management and Fiscal Services Agreement ("PMFSA") between the Buckman Direct Diversion Board ("BDDB") and the City of Santa Fe ("City") to increase the monetary authority for Facilities Manager approval of contracts from $60,000.00 plus gross receipts tax to $200,000.00 plus gross receipts tax.

Background and Summary:
The PMFSA was entered into between the City (at the time, the Sangre de Cristo Water Division of the City of Santa Fe) and the BDDB in 2007. The purpose of the PMFSA is to "specifically describe the duties and responsibilities of the BDD Board, the duties and responsibilities of the Project Manager [City], [and] how the [BDDB] Project will be operated and maintained by the Project Manager on behalf of the BDD Board…" The Joint Powers Agreement creating the BDDB called for the BDDB to enter into the PMFSA, designating the City as Project Manager and Fiscal Agent for the BDDB Project.

The PMFSA has been amended on eight previous occasions to: increase the Manager's administrative contract authority from $20,000.00 to $30,000.00 (2008); further increase the Manager's administrative contract authority from $30,000.00 to $50,000.00 (2009); exclude gross receipts tax from the $50,000.00 monetary authority (2012); to further extend the term of the PMFSA (2015); to further extend the term of the PMFSA (2016); to extend the term of the PMFSA again (2017); increase the Manager's administrative authority from $50,000.00 to $60,000.00, excluding gross receipts tax (2018); and substitute the Las Campanas Water and Sewer Cooperative and the Club at Las Campanas for Las Campanas Limited Partnership, and increase the fiscal agent fee paid to the City from 1% to 4.5% of the BDDB's annual operating budget (2019). The increases in administrative contract authority largely kept pace with the City Manager's contract authority until more recent years.

In 2023, the City Manager's contract approval authority was increased to $200,000.00. This Amendment No. 9 mirrors that authority and additionally provides the Facilities Manager the authority to approve contract amendments that do not materially alter the scope of work, including, but not limited to, term extensions, assignments or transfers of ownership, and other non-monetary changes. The Facilities Manager, under this amendment, may also approve amendments that decrease the total compensation amount or increase compensation, provided that any increase is within the Facilities Manager’s approval authority. The City just approved this authority for contract amendments for its City Manager in February of this year.

Amendment No. 9 to the PMFSA is meant to update the Facilities Manager's monetary authority to take into account inflationary pressures and to address urgent timelines while relieving the BDDB from having to consider every contract amendment when such amendment involves only de minimus changes. City Procurement has recommended that we allow the Facilities Manager to be able to expeditiously and efficiently address such minor contract amendments.

Action Requested:

Approval of Amendment No. 9. Once approved, the Amendment will require approval from the City of Santa Fe and Santa Fe County before it becomes effective.

AMENDMENT NO. 9
TO THE
PROJECT MANAGEMENT AND FISCAL SERVICES AGREEMENT
BUCKMAN DIRECT DIVERSION PROJECT

This Amendment No. 9 ("Amendment No. 9") is made to the Project Management and Fiscal Services Agreement between the Buckman Direct Diversion Board (the "BDDB") and the Sangre de Cristo Water Division of the City of Santa Fe ("City"), dated March 7, 2005.

WHEREAS, the BDDB and the City entered into the Project Management and Fiscal Services Agreement ("PMFSA") for the Buckman Direct Diversion Project ("Project") on November 8, 2007;

WHEREAS, the purpose of the PMFSA was to specifically describe the duties and responsibilities of the BDDB, the duties and responsibilities of the City, how the project will be operated and maintained by the City on behalf of the BDDB, how contributions by the partners will be paid and credited against the obligations in connection with the Project, the duties and responsibilities of the City as fiscal agent for the Project, and other necessary terms;

WHEREAS, the Project is managed by the Buckman Direct Diversion Facilities Manager, a City employee ("Facilities Manager");

WHEREAS, the PMFSA has been amended on eight (8) separate occasions;

WHEREAS, the BDDB and the City desire to enter into this Amendment No. 9 to further increase the Facilities Manager's monetary authority to enter into contracts and expenditures for the Project from $60,000.00 plus applicable gross receipts tax to $200,000.00 plus gross receipts tax.

WHEREAS, The BDDB and the City further desire to enter into this Amendment No. 9 to allow the Facilities Manager to approve amendments to existing agreements that do not materially alter the scope of work, including, but not limited to, term extensions, assignments or transfers of ownership, and other non-monetary changes. The Facilities Manager may also approve amendments that decrease the total compensation amount, or that increase compensation, provided such increase is within the Facilities Manager's established approval authority.

WHEREAS, Santa Fe County has reviewed and approved this Amendment No. 9.

NOW, THEREFORE, for the covenants, promises and consideration described in this Amendment No. 9, the BDDB and the City agree as follows:

1. **Article 3, Section C** is deleted in its entirety and replaced with the following:

> C. [1][The BDDB shall] Review and approve all agreements for the construction and operation of the Project including agreements related to design, engineering, construction, operation, and maintenance of the Project, including, without limitation, contracts related to requests for proposals, requests for qualifications, other construction delivery methods, and all other agreements and expenditures in amounts greater than $200,000.00.
>
> Contracts and expenditures in amounts of $200,000.00, or less, exclusive of New Mexico Gross Receipts Tax, may be reviewed and, if acceptable, may be approved administratively by the Facilities Manager. In an emergency, the Facilities Manager may approve contracts and expenditures over $200,000.00 if it is not practical to submit the contracts or expenditures to the BDDB for approval prior to the transaction. In that event, the BDDB shall be informed of the emergency procurement in excess of $200,000.00 at the next scheduled meeting.
>
> The Facilities Manager may approve amendments to existing agreements that do not materially alter the scope of work, including, but not limited to, term extensions, assignments or transfers of ownership, and other non-monetary changes. The Facilities Manager may also approve amendments that decrease the total compensation amount, or that increase compensation, provided such increase is within the Facilities Manager's established approval authority.

2. **Article 4, Section I** is amended by deleting the monetary amount contained in the section and replacing it with "**$200,000.00**."

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[1] The bracketed language is provided for context only and does not appear in the same way as it appears in the PMFSA.

3. **Article 10, Section N Subcontractors** is amended by deleting the monetary amount contained in the section and replacing it with "**$200,000.00**."

4. In all other respects, the PMFSA, as amended, shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the BDDB, the City and Santa Fe County have caused this Amendment No. 9 to the PMFSA to be executed and delivered by its duly authorized representatives as of the date specified below by each signatory.

BUCKMAN DIRECT DIVERSION BOARD

By: ______________________________
Jamie Cassutt
BDDB Chair

Date:______________________________

APPROVED AS TO FORM:

____
Nancy R. Long, BDDB Counsel

CITY OF SANTA FE

By: ________________________________
Michael J. Garcia,
Mayor

Date: ________________________________

APPROVED AS TO FORM:

____
Marcos Martinez
City Attorney

APPROVED:

____

City Finance Director

ATTEST:

____
Geralyn Cardenas
Interim City Clerk

SANTA FE COUNTY APPROVAL

By: ______________________________
Justin S. Greene, Chair
Board of County Commissioners

APPROVED AS TO FORM:

____
Walker Boyd
County Attorney

APPROVED:

____
Yvonne S. Herrera
County Finance Director

ATTEST:

____
Katharine E. Clark
County Clerk

Date: July 27, 2026

To: Buckman Direct Diversion Board

From: Alexis Garcia, BDD Administrative Manager

Via: Bradley Prada, BDD Facilities Manager

Re: Approval of RFP # FY26-RFP-036 for Replacement & Modification of PLC/SCADA Systems

ITEM:

Request for approval of the selection committee's recommendation to award RFP # FY26-RFP-036 Programmable Logic Controller ("PLC") Replacement and Modifications to Supervisory Control and Data Acquisition ("SCADA") to SOAP Engineering, LLC, ("SOAP") for project management and services to replace multiple PLC units and to provide SCADA system support and modifications, as needed.

1. Request for approval to award RFP # FY26-RFP-026 to SOAP in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations.
2. Request for approval of Construction Contract with SOAP for their services in the amount of $341,497.06 plus NMGRT with funding from the Major Repair & Replacement ("MR&R") Fund.

BACKGROUND:

The Buckman Direct Diversion Board ("BDDB") on March 7, 2024, previously authorized the BDD Facility Manager to pursue an MR&R project towards replacement of multiple PLC units across BDD facilities; project funding has subsequently been carried forward by approval of the BDDB through each succeeding fiscal year. The goal is to ensure continued reliable operations of BDD's water treatment processes by updating aging control systems with modern, efficient, and fully supported equipment.

BDD relies on PLCs and the SCADA system to monitor and control critical water treatment operations. Several of these components have reached the end of their useful life, creating risks to reliability and efficiency.

ACTION REQUESTED:

Staff recommend approval to award RFP # FY26-RFP-036 and to approve the Construction Contract with SOAP Engineering, LLC, for project management and construction services.

Approval:
Approved by BDDB August 6, 2026

____

BDDB Chair, Councilor Jamie Cassutt

BUCKMAN DIRECT DIVERSION BOARD

CONSTRUCTION CONTRACT

Programmable Logic Controller (PLC) Replacement and Modifications to Supervisory Control and Data Acquisition (SCADA)

THIS CONSTRUCTION CONTRACT ("Contract") is made and entered into by and between the Buckman Direct Diversion Board ("BDDB") and **SOAP SCADA, LLC**, ("Contractor" and collectively "the Parties") and is effective as of the date executed by the BDDB.

RECITALS

WHEREAS, the BDDB, is authorized to enter into this Contract for the project; and

WHEREAS, the City of Santa Fe has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the BDDB hereby agree as follows:

1. SCOPE OF WORK

Contractor shall provide all labor, equipment, materials, programming, and technical expertise necessary to complete the following work:

A. Programmable Logic Controller ("PLC") Replacements

- Pall Membrane PLC
- Ozone PLC
- Advanced Treatment Facility PLC
- Granulated Activated Carbon PLC
- Program all new PLCs using the latest Schneider Electric software
- Integrate each PLC into the existing BDD SCADA system to ensure seamless communication and control.
- Perform testing and verification of functionality for each PLC after installation.
- Coordinate plate shutdowns for installation activities. Because these replacements require a full shutdown of operations, all work must be scheduled between October and March, when water consumption is at its lowest.

B. SCADA System Support

- Provide on-call SCADA support services as requested by BDD staff.

- Services may include troubleshooting, reprogramming, adjustments, and enhancements to the SCADA system to ensure continued system reliability.
- Respond to service requests in a timely manner to minimize system downtime.

C. Drawings and Programming Files

- Provide updated electrical drawings for each PLC installed.
- Provide updated pane layout drawings for each SCADA cabinet modified under this Contract.
- Deliver copies of. STU files containing ladder logic, function block, or structured text programming created in Unity Pro XL for each PLC.
- Note: The GACL PLC was originally programmed for Proworx 32, and the City/BDD does not have existing program copies. Contractor shall ensure programming for the replacement GAC PLC is recreated, tested, and fully integrated into the BDD SCADA system.

D. Documentation and Training

- Provide complete documentation of programming, configurations, and modifications made to PLCs and SCADA.
- Deliver updated logic diagrams, configuration files, and user instructions to BDD staff.
- Provide limited training and knowledge transfer to BDD operators and technical staff on system changes and updates.

E. Project Management and Coordination

- Coordinate all work with BDD project management staff to minimize disruption to plant operations.
- Participate in planning meetings, progress updates, and final acceptance testing.
- Ensure that all work is performed in compliance with applicable safety standards and City/County requirements.

2. COMPENSATION

A. Maximum Compensation. The compensation represents the maximum amount under this Contract. Contractor must notify the BDDB when the Scope of Work provided under this Contract approaches 90% of the compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

B. Invoicing and Payment Terms. Payment will be made upon the BDDB's acceptance of deliverables and receipt of a detailed, certified invoice from Contractor. Payments will be sent to Contractor's designated address. Invoices must be submitted no later than thirty (30) days after the Contract's termination. Late invoices will not be processed or paid.

C. Payment. The BDDB shall compensate Contractor based on the itemized amounts and/or rates specified in Exhibit A. For the services described in the Scope of Work, the BDDB agrees to pay Contractor

Three Hundred Six Thousand Four Hundred Fifty-Nine and .19/100 Dollars ($306,459.19), plus New Mexico Gross Receipts Tax ("GRT"). The GRT on this Contract, at 8.1875%, equals Twenty Five Thousand Dollars Ninety One and .35/100 Dollars ($25,091.35 An additional 3% for a Payment and Performance Bond, c, shall be added to the compensation in the amount of Nine Thousand Nine Hundred Forty-Six and .52/100 Dollars ($9,946.52), for a total contract compensation amount of Three Hundred Forty-One Thousand Four Hundred Ninety-Seven and .06/100 Dollars ($341,497.06).

3. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE BDDB. This Contract shall terminate one (1) year with the option to renew up to ten (10) years from the date of final signature unless terminated pursuant to Paragraph "Termination" or Paragraph "Appropriations." A contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

4. TERMINATION

A. Grounds. The BDDB may terminate this Contract for convenience or cause. Contractor may only terminate this Contract based upon the BDDB's uncured, material breach of this Contract.

1. Except as otherwise provided in Paragraphs "Construction Contract Performance and Payment Bond" and "Penalties for Violation of Law", the BDDB shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give the BDDB written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the BDDB's material breaches of this Contract upon which the termination is based and (ii) state what the BDDB must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the BDDB 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 Contract 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 Contract, Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations," of this Contract.

B. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.*

5. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the BDDB for the performance of this Contract. If sufficient appropriations and authorization are not made by the BDDB, this Contract shall terminate immediately upon written notice being given by the City 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 Contract to unilaterally reduce funding, Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. STATUS OF CONTRACTOR

Contractor and its agents and employees are independent contractors performing construction services for the BDDB and are not employees of the BDDB or the City. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. Contractor acknowledges that all sums received hereunder are reportable by Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

7. CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BOND

A. When a construction contract is awarded in excess of Twenty-Five Thousand Dollars ($25,000.00), the following described bonds or security shall be delivered to the BDDB and shall become binding on the parties upon the execution of the contract.

1. A performance bond satisfactory to the BDDB, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in this Contract; and
2. A payment bond satisfactory to the BDDB, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in this Contract, for the protection of all persons supplying labor and material to Contractor or its subcontractors for the performance of the work provided for in this Contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000.00) or more.

8. ASSIGNMENT

Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the BDDB.

9. SUBCONTRACTING

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

10. RELEASE

Final payment of the amounts due under this Contract shall operate as a release of the BDDB, the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

Any confidential information provided to or developed by Contractor in the performance of this Contract 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

All materials developed or acquired by Contractor under this Contract shall become the property of the BDDB and shall be delivered to the BDDB no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by Contractor under this Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

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

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

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

14. AMENDMENT

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

B. If the BDDB proposes an amendment to the Contract 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 Contract, pursuant to the termination provisions as set forth in Section 4, "Termination" herein, or to agree to the reduced funding.

15. CHANGE ORDERS

A. Changes. Contractor may only make changes or revisions within the Scope of Work after receipt of written approval by the BDDB. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstances shall such a change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Contract compensation, as outlined in "Compensation"; or
5. Contract termination, as outlined in "Termination".

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Contractor shall draft a written Change Request for review and approval by the BDDB to include:

    a. the name of the person requesting the change;
    b. a summary of the required change;
    c. the start date for the change;
    d. the reason and necessity for change;
    e. the elements to be altered; and
    f. the impact of the change.

2. The BDDB shall provide a written decision on the Change Request to Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. Delay in a decision beyond 10 Business Days shall entitle Contractor to request a time extension and any equitable adjustment in cost, if applicable. Change Requests, once approved, become a part of this Contract, and become binding as a part of the original Contract.

16. MERGER

This Contract 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 Contract.

All terms, conditions and defined terms in RFP# FY26-RFP-036 - Programmable Logic Controller (PLC) Replacement and Modifications to Supervisory Control and Data Acquisition (SCADA) (the "RFP") and Contractor's response to such document(s) are incorporated herein by reference and are included in the order of precedence.

No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

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 and state laws, rules and regulations, and the Santa Fe City Code, 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, 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 Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

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 Contract may be terminated by the BDDB.

21. OTHER INSURANCE

If the services contemplated under this Contract will be performed on or in BDD facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City and BDDB as additional insureds.

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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 City and BDDB, their 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 Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. 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 Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City and BDDB as an additional insureds and 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.

22. 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

23. INDEMNIFICATION

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

In the event that any action, suit or proceeding related to the services performed by Contractor or any officer, agent, employee, servant or subcontractor under this Contract 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.

24. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDB in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

25. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affect-ed and shall be valid and enforceable.

26. ENFORCEMENT OF CONTRACT

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

27. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:	**To the BDDB:**	**To Contractor:**
Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Buckman Direct Diversion Contract Admin 341 Caja Del Rio Santa Fe, NM 87506 kftraverse@santafenm.gov	SOAP SCADA, LLC SOAP SCADA, LLC 1334 Brittmore Rd office 1001 Houston, TX 77043 TBD viq.anwar@soapeng.com (281) 635-2387

28. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Contract 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 into a binding contract.

29. PROGRESS PAYMENTS

Based upon Application for Payment submitted to the BDDB and Certificates for Payment issued by the BDDB, the BDDB shall make progress payments on account of the Contract sum to as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the BDDB; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the BDDB shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the BDDB to Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the BDDB. In addition, Contractor shall provide to the BDDB a certified statement of Release of Lien (AIA Document G706A or approved form), consent of surety, warranty from Contractor, warranties from suppliers and manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. SCHEDULE

A. Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by Contractor to implement the CPM shall be borne by and are part of their Contract.

B. Contractor shall not be liable for any excess costs if failure to perform arises out of causes beyond the control and without the fault or negligence of Contractor; such causes include 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 sub-contractors due to any of the above. In any such instance, Contractor shall submit a Change Request.

32. GENERAL AND SPECIAL PROVISIONS

A. Terms used in this Contract which are defined in the Terms and Conditions of the RFP and shall have the meanings designated in those Terms and Conditions.

B. This Contract shall not become effective until: (1) approved by the BDDB; and (2) signed by all parties required to sign this Contract.

C. Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the BDDB, the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the BDDB to recover excessive illegal payments.

D. Contractor warrants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

E. Contractor hereby warrants that Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

F. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

G. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

H. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

I. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

J. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

K. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

L. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

M. Pursuant to NMSA 1978, Section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

Buckman Direct Diversion Board

Jamie Cassutt, BDDB Chair

DATE SIGNED

CONTRACTOR

Vigar Anwar

SIGNATURE

Vigar Anwar

FULL NAME

TITLE

Jul 27, 2026

DATE SIGNED

NMBTIN

Approved:

Nancy R. Long, BDDB Legal Counsel

APPROVED FOR FINANCES

SIGNATURE

FULL NAME

FINANCE DIRECTOR

TITLE

DATE SIGNED

Exhibit A

Line It	Description	Qu	Unit of Me	Unit Cost	Total
1	Provide all required control system drawings and schematics, including layout diagrams, wiring details, and network architecture, showing the new PLC modules, field connections and SCADA interface.	1	EACH	$23,630.00	$23,630.00
2	Hardware Procurement	1	EACH	$142,069.19	$142,069.19
3	Installation & Wiring	1	EACH	$45,030.00	$45,030.00
4	Programming & Configuration	1	EACH	$37,910.00	$37,910.00
5	Testing &	1	EACH	$53,790.00	$53,790.00
6	Training & Handover	1	EACH	$3,800.00	$3,800.00
7	Emergency On-Call Service	1	HOURLY	$125.00	$125.00
8	Routine/Standard On-Call Service	1	HOURLY	$105.00	$105.00
	Total				$306,459.19

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Final Audit Report 2026-07-27

Created:	2026-07-27
By:	Alexis Garcia (ajgarcia1@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1GyFu7GzJtsaPuv1KpdQbFcQG50LqGY5
Documents:	7b93ac2ac97e840af19413957422f578c19a2f1509781e03ca7b7cef4a9b.pdf (15 pages)
Number of Documents:	1
Document page count:	15
Number of supporting files:	0
Supporting files page count:	0

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Document created by Alexis Garcia (ajgarcia1@santafenm.gov)
2026-07-27 - 1:47:43 PM GMT- IP address: 63.232.20.2

Document emailed to Viqar Anwar (viq.anwar@soapeng.com) for signature
2026-07-27 - 1:49:01 PM GMT

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2026-07-27 - 1:52:18 PM GMT- IP address: 146.75.164.0

Document e-signed by Viqar Anwar (viq.anwar@soapeng.com)
Signature Date: 2026-07-27 - 2:14:05 PM GMT - Time Source: server- IP address: 23.113.123.244 - Signature Appearance Selected: MOBILE_IMAGE

Agreement completed.
2026-07-27 - 2:14:05 PM GMT

Date: July 30, 2026

To: Buckman Direct Diversion Board

From: Kurt Traverse, BDD Accounting Support

Via: Bradley Prada, BDD Facilities Manager

Re: Final Approval of Fiscal Year 2027 Annual Operating Budget

ITEM:

Request final approval of the BDD Annual Operating Budget (“Budget”) and Other Fund Contributions for Fiscal Year 2027.

BACKGROUND:

At the March 5, 2026, BDD Board meeting, the Fiscal Year 2027 Annual Operating Budget was approved for recommendation to the City of Santa Fe (“City”) and Santa Fe County (“County”) governing bodies. The City approved the BDD FY2027 Budget on May 27, 2026; the County approved on May 26, 2026.

The *Joint Powers Agreement* governing the Buckman Direct Diversion Project calls for formal adoption of the Budget by the BDD Board after City and County approval.

ACTION REQUESTED:

Staff recommend approval of the BDD Annual Operating Budget for Fiscal Year 2027 and the requested contributions to the Major Repair and Replacement Fund.

Approval:
Approved by BDDB August 6, 2026

____
BDDB Chair, Councilor Jamie Cassutt

Date: July 30, 2026

To: Buckman Direct Diversion Board

From: Kurt Traverse, BDD Accounting Support

Via: Bradley Prada, BDD Facilities Manager

Re: Approval of Purchase Order with Miller Bonded Inc. for HVAC On-Call Services

ITEM:

Request for approval of a Purchase Order (“PO”) with Miller Bonded Inc. (“Miller Bonded”) for on-call HVAC repair services in an amount up to $110,000.00 inclusive of NMGRT for the remainder of fiscal year 2027.

BACKGROUND:

Buckman Direct Diversion utilizes a third-party for annual on-call HVAC repair and maintenance services. These services, crucial for the operation and efficiency of our facilities, include repairs, upgrades, replacements and new installations as necessary. On-call services are billed as they occur; this PO would authorize up to $110,000.00 for such occurrences during FY2027.

For the upcoming fiscal year, Miller Bonded will provide those services under an OMNIA Partners Purchasing Cooperative Agreement with the University of New Mexico (“UNM”) RFP 2571-26, subject to New Mexico Procurement Code Section 13-1-21 through Section 13-1-199, NMSA 1978. This cooperative agreement was awarded to Miller Bonded January 15th, 2026, under UNM JOC Contract Number PRO-JOCA-5877-2026 and ensures that BDD receives coverage for all HVAC-related needs in a timely manner, maintaining the reliability and efficiency of our HVAC systems without interruption.

ACTION REQUESTED:

Staff recommend approval of the Purchase Order with Miller Bonded Inc. in an amount up to $110,000.00 inclusive of NMGRT; funding is available within our approved FY2027 operating budget.

UNM JOC # PRO-JOCA-5877-2026   Quote # MBI 2026/2027
BU/OB: Repair & Maint Build/Structure 8000801.520100

Approval:
Approved by BDDB August 6, 2026

____
BDDB Chair, Councilor Jamie Cassutt

Friday, July 24, 2026

Buckman Direct Diversion Water Treatment Plant

Miller Bonded Inc. shall provide services for Buckman Direct Diversion facilities located at 341 Caja Del Rio Rd, Santa Fe, NM 87506. MBI will verbally respond to service requests within 24 hours and schedule accordingly depending on severity of the service request. MBI technicians will make reliable effort to communicate all problems or potential problems with the HVAC equipment during the contract period. All troubleshooting, repairs and/or replacement of HVAC equipment with labor hours performed under this agreement will be authorized in writing by a work order signed by a BDD representative and will be completed in a timely manner. MBI respectfully requests we be the only contractor performing work during the contract period so there is no misunderstanding with regards to maintenance and repair issues with the HVAC equipment.

EXCLUSIONS:

- HVAC Maintenance ***(filters, belts and lube performed by BDD)***
- DDC Controls ***(maintenance, troubleshooting and repair)***
- Plumbing ***(drains, waterline breaks etc.)***
- Electrical
- General Construction

TOTAL 2026/2027 PRICE: **$ 110,000.00** *tax included*

This proposal is valid for 30 days

Thank you, and please call with any questions.
Adam Encinias
Special Projects Manager
505-220-1675

AMENDMENT NO. 1 TO JOB ORDER CONTRACTING AWARD AGREEMENT

THIS AMENDMENT NO.1 TO JOB ORDERCONTRACTING SERVICES AGREEMENT ("Amendment") is entered as of 03/12, 2026, between the The Regents of the University of New Mexico, a constituent institution of the State of New Mexico ("UNM"), and Miller Bonded ("Contractor").

I. RECITALS:

A. WHEREAS on 03/12, 2026, UNM and Contractor entered into a Job Order Contracting Award Agreement (the "Original Agreement") under which Contractor agreed to provide Job Order Contracting services described in the Original Agreement.

II. NOW, THEREFORE, for and in consideration of the premises, University of New Mexico and Contractor agree to the following language addition and corrections in the Original Award Agreement:

A. Remove and Replace paragraph 2 Services with the following:

Services. To be in complete compliance with the Terms & Conditions, Specifications and response to UNM RFP-2571-26. The University of New Mexico wishes to engage Contractor to perform as needed UNM Job Order Contracting Services pursuant to Contractor response to RFP-2571-26 for Central and Branch campuses, the UNM Science and Technology Park, South Campus, UNM Comprehensive Cancer Center and UNM Health Sciences Center under a multi-term contract pursuant to statutory limitations per NMSA-13-1-154.1. UNM Cooperative Purchasing Job Order Contracting Services will only be provided in regions Contractor responded to perform work in under a multi-term contract to statutory limitations per NMSA-13-1-154.1. While the ability of Participating Public Agencies to utilize and piggyback this Master Agreement will survive upon UNM reaching aggregate limits per NMSA 13-1-154.1, the ability to continue services for UNM will automatically expire if not terminated as provided herein. Participating Public Agencies shall have separate aggregate limits that will not be impacted by UNM reaching their aggregate limits. Contractor Services as applicable to the categories will be considered as the Job Order Contracting procurement method.

B. Remove reference to RFP-2127-19 and replace with RFP-2571-26.

C. Paragraph one, sentence two add "2026" after day.

III. CONTINUING EFFECT. Except as amended or modified by this Amendment No. 1, the Original Agreement remains in full force and effect in accordance with its terms.

EFFECTIVE DATE:

3/12/2026

CONTRACTOR:

By: Shasta L Erickson

Printed Name: Shasta L. Erickson

Title: President

Date: 03/25/2026

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO:

By: Andre Nunez

Printed Name: Andre Nunez

Title: Sr. Contract Specialist

Date: 3/26/2026

Part 1 Schedule of Prices

Attach this schedule of Prices to Appendix L

OFFEROR'S NAME: Miller Bonded Inc.

For the UNM Job Order Contracting Program the Offeror shall complete the cells highlighted grey below. Failure to submit all the Adjustment Factors for the Campus/Contract Type being proposes may result in the bid for that Campus/Contract Type being deemed non-responsive. **The Contractor is to include the administrative fee of 2.98% into their responding adjustment factors.** The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

UNM Job Order Contracting Program		CONTRACT TYPES		
Campus / Region	**Adjustment Factor Name**	**General Construction**	**Mechanical, Electrical, Plumbing**	**Roofing**
Main Campus (Albuquerque)	Normal Working Hours (60%)		1.8209	
	Other Than Normal Working Hours (30%)		2.0429	
	Non Pre-Priced (10%)		1.8192	
	Award Criteria Figure	0.0000	1.8873	0.0000
Campus / Region	**Adjustment Factor Name**	**General Construction**	**Mechanical, Electrical, Plumbing**	**Roofing**
Northern New Mexico Branch Campuses	Normal Working Hours (60%)		1.926	
	Other Than Normal Working Hours (30%)		2.1896	
	Non Pre-Priced (10%)		1.926	
	Award Criteria Figure	0.0000	2.0051	0.0000
Campus / Region	**Adjustment Factor Name**	**General Construction**	**Mechanical, Electrical, Plumbing**	**Roofing**
Southern New Mexico Branch Campuses	Normal Working Hours (60%)		1.835	
	Other Than Normal Working Hours (30%)		2.0655	
	Non Pre-Priced (10%)		1.835	
	Award Criteria Figure	0.0000	1.9042	0.0000

NOTES TO OFFERERS

1. **The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.**

2. **The Non Pre-Priced Adjustment Factor must be greater than or equal to 1.000**

3. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the owner that Work will be ordered under the Contract in a distribution consistent with the weightede persentages abouve. The Award Criteria Figure is only used for the purpose of determing the Bid.

4. When.s ubmitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being Performed.

5. Make sure to attach this Part 1: Schedule of Prices to Appendix L in your proposal

By: Authorized Signature: [signature]

By: Same Name and title Printed or typed: Adam Encinias, Special Projects Manager

Date: 11/06/2025

For the UNM Cooperative Purchasing Job Order Contracting Program the Offeror shall complete the cells highlighted grey below. Failure to submit all the Adjustment Factors for the Region/Contract Type being propose may result in the bid for that Region/Contract Type being deemed non-responsive. A complete map of the regions can be found in the Purpose of this RFP Document. **The Contractor is to include the administrative fee of 7.50% into their responding adjustment factors.** The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

UNM Cooperative Purchasing Job Order Contracting Program		CONTRACT TYPES		
Campus / Region	**Adjustment Factor Name**	**General Construction**	**Mechanical, Electrical, Plumbing**	**Roofing**
Region #1	Normal Working Hours (60%)		1.8959	
	Other Than Normal Working Hours (30%)		2.1179	
	Non Pre-Priced (10%)		1.8942	
	Award Criteria Figure	0.0000	1.9623	0.0000
Campus / Region	**Adjustment Factor Name**	**General Construction**	**Mechanical, Electrical, Plumbing**	**Roofing**
Region #2	Normal Working Hours (60%)		1.8959	
	Other Than Normal Working Hours (30%)		2.1179	
	Non Pre-Priced (10%)		1.8942	
	Award Criteria Figure	0.0000	1.9623	0.0000
Campus / Region	**Adjustment Factor Name**	**General Construction**	**Mechanical, Electrical, Plumbing**	**Roofing**
Region #3	Normal Working Hours (60%)		1.91	
	Other Than Normal Working Hours (30%)		2.1405	
	Non Pre-Priced (10%)		1.91	
	Award Criteria Figure	0.0000	1.9792	0.0000
Campus / Region	**Adjustment Factor Name**	**General Construction**	**Mechanical, Electrical, Plumbing**	**Roofing**
Region #4	Normal Working Hours (60%)		2.001	
	Other Than Normal Working Hours (30%)		2.2646	
	Non Pre-Priced (10%)		2.001	
	Award Criteria Figure	0.0000	2.0801	0.0000
Campus / Region	**Adjustment Factor Name**	**General Construction**	**Mechanical, Electrical, Plumbing**	**Roofing**
Region #5	Normal Working Hours (60%)		2.001	
	Other Than Normal Working Hours (30%)		2.2646	
	Non Pre-Priced (10%)		2.001	
	Award Criteria Figure	0.0000	2.0801	0.0000

Date: July 30, 2026

To: Buckman Direct Diversion Board

From: Alexis Garcia, BDD Administrative Manager

Via: Bradley Prada, BDD Facilities Manager

Re: Approval of a General Services Agreement with Condor-New Age Logistics, LLC for Security Guard Services

ITEM:

Request Approval of a General Services Agreement with Condor-New Age Logistics, LLC ("Condor") in an amount not-to-exceed $500,000.00, including NMGRT, for security guard services at the Buckman Direct Diversion ("BDD") facilities for a term ending June 30, 2028, or twenty-two (22) months. The initial ten (10) months apply to FY2027, which would require an initial Purchase Order of $231,823.33 out of the overall $500,000.00

BACKGROUND:

In accordance with Request for Proposal 22/17/P, the City of Santa Fe awarded contracts for On-Call Security Guard Services to multiple vendors, including Condor. The BDD has a continued need for security services at its facilities and, rather than duplicating the procurement process, seeks to piggyback off the City procurement process for security services and enter into an agreement with one of the selected firms. This will allow the BDDB to utilize the rates already established by the City and will provide cost-effective and reliable security services for BDD operations.

The City's most recent amendment with Condor extended the term to June 2028, which allows BDD to utilize the same period for its own contract with the vendor.

ACTION REQUESTED:

Staff recommend approval of the General Services Agreement with Condor Security of America in an amount up to $500,000.00 inclusive of NMGRT; funding is available within the annual operating budget each year for security guard services. The initial Purchase Order for FY2027 would be $231,823.33.

City of Santa Fe Contract # 3260040 BDDB Quote # FY September 1, 2026 – June 30, 2027
BU/OB: Service Contracts 8000801.510310

Approval:
Approved by BDDB August 6, 2026

____

BDDB Chair, Councilor Jamie Cassutt

Buckman Direct Diversion

GENERAL SERVICES AGREEMENT
BDD Security Guard Services FY27

This GENERAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board ("BDDB") and Condor-New Age Logistics, LLC ("Contractor") to provide Security guard services at the Buckman Direct Diversion Facilities. This Agreement shall be effective as of the date it is executed by the BDDB.

I. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Services attached hereto as Exhibit A.

II. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in 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 and its employees, agents, representatives and subcontractors.

III. COMPENSATION

A. BDDB shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Five Hundred Thousand Dollars ($500,000.00). .

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement. The BDDB is exempt from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

C. Payment shall be made within thirty (30) days upon receipt and approval by the BDDB of detailed invoices containing a report of services completed. Compensation shall be paid only for services performed in accordance with the Fee Schedule set forth in Exhibit B attached hereto.

D. Invoices shall contain the following information: invoice number and date, description of the services or supplies, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every service performed. Invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the BDDB.

IV. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the BDDB for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the BDDB to Contractor. The BDDB shall be responsible for charges incurred up to the date of notification under this Article per Article "Termination" of this Agreement. The BDDB's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

V. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the BDDB and terminate on Friday, June 30, 2028 ("Term"), unless it is terminated sooner pursuant to Article "Termination" below.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed two (2) years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the BDDB and Contractor.

VI. TERMINATION

The BDDB may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the BDDB terminates the Agreement:

A. Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the BDDB original copies of all work product, research, or papers prepared for the services covered by this Agreement. The BDDB shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

B. If compensation is not based upon hourly rates for services rendered, the BDDB shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

C. If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

VII. DEFAULT

A. The BDDB reserves the right to cancel all or any part of this Agreement without cost to the BDDB if Contractor defaults in the performance of this Agreement. Except as otherwise provided herein, BDDB will hold Contractor liable for any cost or damage incurred by the BDDB due to Contractor's default.

B. Neither party shall be liable to the other for consequential damages, including loss of use or lost profits.

VIII. FORCE MAJEURE

A. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Agreement if the delay or failure to perform is as a result of force majeure. Event of force majeure means:

1. Acts of God or a public enemy;
2. Acts or omissions of any government entity;
3. Fire, flood or other casualty for which a party is not responsible;
4. Pandemic, epidemic or quarantine restriction;
5. Unanticipated work stoppage or freight embargo;
6. Strike, lockout, labor dispute, or civil disturbance; and
7. Unusually severe weather conditions.

B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from or delaying that party in performing its obligations under this Agreement. The party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Agreement and to fulfill its obligations under the Agreement.

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

A. Contractor, its agents, and its employees are independent contractors performing professional services for the BDDB and are not employees of the BDDB.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the BDDB and shall not be permitted to use BDDB vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

X. 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 BDDB's prior written approval.

XI. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

XII. ASSIGNMENT; SUBCONTRACTING

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

XIII. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDB, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the BDDB to any obligation not assumed herein by the BDDB unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

XIV. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the Term of this Agreement, comprehensive general liability insurance of $3,000,000 for each occurrence and $6,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the BDDB. The BDDB shall be named as an additional insured under the insurance policy, and the policy shall provide that the BDDB will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the BDDB with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain pollution legal liability insurance of $3,000,000 for each claim throughout the term of this Agreement.

C. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the Tterm of this Agreement. Contractor shall provide the BDDB with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

D. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the Term of this Agreement to cover no less than $3,000,000 combined single limit for each accident.

XV. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the BDDB from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on BDDB managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the BDDB's negligence.

XVI. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-27 NMSA 1978. The BDDB and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

XVII. THIRD-PARTY BENEFICIARIES

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

XVIII. RECORDS AND AUDIT

Contractor shall maintain throughout the Term of this Agreement and for a period of three (3) years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the BDDB, the City of Santa Fe Finance Department, and the State Auditor. The BDDB shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the BDDB to recover excessive or illegal payments.

XIX. APPLICABLE LAW; CHOICE OF LAW; VENUE

A. Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the BDDB.

B. Contractor shall comply with the requirements of the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5.

C. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in 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.

XX. AMENDMENT

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

XXI. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

XXII. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

During the Term of this Agreement, Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

XXIII. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

XXIV. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

BDDB:
Bradly Prada
BDD Facilities Manager
Buckman Direct Diversion Board
341 Caja del Rio
Santa Fe, NM 87506
Email: bxprada@santafenm.gov

CONTRACTOR:
Aimee Grijalva
Contract Specialist
Condor Security of America
1020 Merrill St. Ste. 2010
Salinas, CA 93901
Email: aimee.grijalva@condorsecurity.com

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

XXV. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

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

BUCKMAN DIRECT DIVERSION BOARD

____
BDDB CHAIR

Jamie A. Cassutt
JAMIE A. CASSUTT

____
DATE SIGNED

APPROVED AS TO FORM:

____
SIGNATURE

Nancy R. Long
FULL NAME

Agency Attorney
TITLE

____
DATE SIGNED

CONTRACTOR:

Gregory A. Veiga
Gregory A. Veiga (Aug 3, 2026 15:53:56 PDT)
SIGNATURE

Gregory A. Veiga
FULL NAME

Managing Partner
TITLE

08/03/2026
DATE SIGNED

Ronnie Wright
SIGNATURE

Ronn Wright
FULL NAME

Managing Partner
TITLE

03/08/2026
DATE SIGNED

____
SIGNATURE

Monica Maestas
FULL NAME

City Finance Director
TITLE

____
DATE SIGNED

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide security services for the Buckman Direct Diversion ("BDD") Facility as follows:

A. Contractor shall provide One (1) Level III uniformed security officer, as defined pursuant to 16.48.2.19 D. NMAC, in a clearly marked patrol unit (unit defined as a SUV) to patrol the Buckman Regional Water Treatment facilities including: the BDD structure, the raw water lift station, booster station (1A) /sediment removal facility, booster station (2A) including solar facility and the infrastructure between the Buckman Regional Water Treatment Plant and the BDD Water Treatment Plant. Services shall be provided 24 hours a day, 365 days a year, except Mondays-Fridays during the hours of 8AM and 5PM, unless on a holiday observed by the City of Santa Fe ("City") when patrols shall be conducted on a 24-hour basis.

B. The security officer shall provide the following services:

(1) Conduct patrols as to the areas described above;

(2) Contact the Buckman Regional Water Treatment Plant control room (505-955-4505) with any suspicious activity, security breaches or unusual findings and immediately report such situations to the operator on duty;

(3) Immediately notify the fire department, Sheriff's department and manager/operators on duty at the BDD Facility of incidents, acts of violence, fire and/or emergency;

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

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

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

Exhibit B

CONDOR-NEW AGE LOGISTICS

Trained, Trusted and Delivering Results.

QTY	TYPE OF SERVICE	DESCRIPTION OF SERVICE	UNIT PRICE PER HOUR/PER OFFICER	ESTIMATED HOURS
FY September 1, 2026 – June 30th 2027				
1	Level III with SUV	Monday – Friday 1800 – 0600 (8 hrs Reg + 4 OT) (217 Reg Days - 5 Holidays = 212 days)	$33.70 Reg. Hr. $50.55 OT/Holiday Hr.	$33.70 x 8 Reg Hrs = $269.60 x 212 days = **$57,155.20** + $50.55 OT x 4hrs= $202.20 x 212 days = **$42,866.40** $50.55. x 12 hrs =$606.60 x 5 days= **$3,033.00**
		Saturday – Sunday 24 hrs (86 Reg Days)	$33.70 Reg. Hr. $50.55 OT/Holiday Hr.	$33.70 x 24Reg. Hrs. = $808.80 x 86 days = **$69, 556.80**
1	Vehicle/SUV		$9.49 / Hr	$9.49 x 12 hrs = $113.88 x 217 days = **$24,711.96**
				$9.49 x 24 hrs = $227.76 x 86 days = **$19,587.36**
			GRT 6.875% x $216,910.72	$14,912.61
			Estimated Total:	**$231,823.33**

Our best effort will be made to ensure that overtime does not incur. However, due to unexpected schedule changes, if OT should occur, it will be billed at the designated rate. Overtime will incur after the 8th consecutive hour worked by a single officer.

Holidays will be billed at a separate rate for the following Condor Security of America, Inc. corporate holidays: New Year's Day, Easter, Memorial Day, July 4th (Independence Day), Labor Day, Thanksgiving Day, Veterans Day, and Christmas Day.

If the security officer's shift extends past 6 hrs., the security officer will be required to take a 30-minute break off-site at no additional expense to the client. If the security officer is required to stay on site during the shift, the client will be responsible for paying one (1) additional hour at the expense of the contracted regular billing rate for every officer which has exceeded a 6 hour shift.

A minimum of six (6) hours is required per officer per shift.

Date: August 6, 2026

To: Buckman Direct Diversion Board

From: Nancy R. Long

Subject: Citizen Member and Alternate Citizen Member Recommendations by the Interview Committee

Item and Issue:

Selection and appointment of the citizen member and alternate citizen member to the Buckman Direct Diversion Board (BDDB), each for a two-year term.

Background and Summary:

The BDDB's Selection Committee was comprised of the board's Chair Jamie Cassutt, Vice-Chair Justin Greene, Facilities Manager Bradley Prada and BDDB attorney Nancy Long.

The Selection Committee recommends the BDDB reappoint Rolf Schmidt-Petersen as Citizen Member and Peter Ives as Alternate Citizen Member.

Both candidates have strong knowledge and experience that will be beneficial to the BDDB. The continuity of service from these individuals will prove valuable to the BDDB.

Action Requested:

The Selection Committee recommends the following individuals for appointment to the BDDB:

1. Citizen Member: Rolf Schmidt-Petersen
2. Alternate Citizen Member: Peter Ives