




Buckman Direct Diversion

A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: August 4, 2016
To: Buckman Direct Diversion Board
From: Charles M. Vokes, BDD Facilities Manager 
Subject: Request for Approval to Purchase Raw Water Pumps and to authorize an additional \$4,736.25 from the Major Repair and Replacement Fund

Issue and Item

Staff requests approval to purchase four (4) Raw Water Pumps from Alpha Southwest Inc. for the amount of \$466,000 plus NMGRT in the amount of \$38,736.25 for a total contract price of \$504,736.25 and approval authorizing an additional \$4,736.25 from the Major Repair and Replacement Fund to cover the total contract price.

Background

In November, 2015, the BDDDB authorized \$500,000 from the Major Repair and Replacement fund to purchase four new raw water pumps. In July 2016, The BDDDB extended authorization of the \$500,000 to the 2016/2017 Fiscal Year. An additional \$4,736.25 will be required from the Major Repair and Replacement Fund to cover the cost of the contract.

An RFB was issued and two (2) bids were received. The Engineering Firm of Deere and Ault, per a BDDDB professional services agreement, approved both pump proposals. However, the City of Santa Fe purchasing department disqualified one firm due to the lack of a required contractor's license. Staff recommends that the remaining firm, Alpha Southwest Inc. be awarded the bid for the amount of \$466,000 plus NMGRT. Once the notice to proceed is provided, it will take 240 days to construct and install the four (4) pumps.

Recommended Action

BDD Staff recommends approval of the purchase of four (4) raw water pumps from Alpha Southwest for the amount of \$466,000 plus NMGRT and approval authorizing an additional



\$4,736.25 from the Major Repair and Replacement Fund to cover the total contract price.

Fund Source	Business Unit/Line Item	Amount
FY 2016/2017 Major Repair and Replacement Fund	07415/520150	\$504,736.25

BDD Board Approval Date: August 4, 2016

Councilor Carmichael Dominguez, BDD Board Chair

CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor Name: Alpha Southwest Inc.
 Procurement Title: Raw Water Pumps Bockman Direct Diversion
 Solicitation RFB#: 16/38/B
 Department Requesting/Staff Member BDD / Charles Vokes

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Tab - <u>2 Bids Received . one BID disqualified</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment <u>Pending Approval</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Charles Vokes
 Department Rep Printed Name and Title

[Signature]
 Department Rep Signature attesting that all information included

[Signature] 7/20/16
 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final Bid Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final RFQ
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc. <u>Purchasing</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Complete evaluation score sheets
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFQ submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all bid submittals
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Tab

Other: _____

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

PROTEST (if applicable)*

** Purchasing -*

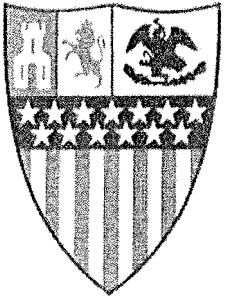
YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation from protester filed with the Purchasing Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Department to Purchasing Office Providing response to protest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Purchasing Officer to protester and Department on final outcome
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>Inquiry by Alpha Southwest</u>

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES N/A
 Original bid(s) with no redactions

Charles Vokes
Department Rep Printed Name and Title

[Signature]
Department Rep Signature attesting that all information included



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Javier M. Gonzales, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, Dist. 1
Renee Villarreal, Dist. 1
Peter N. Ives, Dist. 2
Joseph M. Maestas, Dist. 2
Carmichael A. Dominguez, Dist. 3
Chris Rivera, Dist. 3
Ronald S. Trujillo, Dist. 4
Mike Harris, Dist. 4

July 26, 2016
Erica Lain, CFO
All American Technical Team, Inc.

**NOTICE OF DISQUALIFICATION: BUCKMAN DIRECT DIVERSION BID NO.
16/38/B:
TITLE: RAW WATER PUMPS PROJECT:**

The Purchasing Division has reviewed your submittal of the aforementioned Buckman Direct Diversion Bid, and has determined it to be **non-responsive**. This decision is based on the following.

Primary Bidder: Bid Form (00 4113) identifies All American Technical Team, 3515 La Plata Hwy, Farmington, NM 87401, as the Primary Bidder on record. New Mexico Contractors License 360270, documented on the Bid submittal, is legally issued to Furst Contracting LLC, 891 N NEWBY LN, BLOOMFIELD, NM 87413.

Primary Bidders License: The New Mexico Regulation and Licensing Department identifies License Number 350292 issued to All American Technical Team, Inc., has been canceled as of 12/31/2012.

Subcontractor Listing Left Blank: During the Bid opening on 7/7/2016, a representative of All American Technical Team, stated that all work will be performed internally. No subcontractors were listed.

The City of Santa Fe, welcomes All American Technical Team, Inc, to participate in future Request for Proposals and Bids in the future.

Thank you

A handwritten signature in black ink, appearing to read 'R. Rodarte'.

Robert Rodarte, CPPO, CPPB, CPO
Purchasing Officer
The City of Santa Fe
rrodarte@santafenm.gov



New Mexico E-Services for Contractor Licensing



[Home Page](#)

Company Search Results		Displaying 1 to 2 of 2 records			Page: <input type="text" value="1"/> of 1	
License Number	Company Name	Address	City, Zip	Expiry Date	Status	
<input checked="" type="radio"/> 350292	<u>ALL AMERICAN TECHNICAL TEAM INC</u>	3515 B LA PLATA HWY	FARMINGTON, 87401	12/31/2012	Cancelled	
<input type="radio"/> 93561	<u>ALL AMERICAN TECHNICAL TEAM LLC</u>	3515 B LA PLATA HWY	FARMINGTON, 87401	02/28/2009	Cancelled	

[Back to search page](#)

Copyright 2000-2016 PSI. ALL RIGHTS RESERVED. Version 2.6.0.6



New Mexico E-Services for Contractor Licensing



[Home Page](#)

Company Search Results		Displaying 1st record of 1 record(s)			Page: <input type="text" value="1"/> of 1	
License Number	Company Name	Address	City, Zip	Expiry Date	Status	
<input checked="" type="radio"/> 360270	<u>FURST CONTRACTING</u> <u>LLC</u>	891 N NEWBY LN	BLOOMFIELD, 87413	02/28/2018	Active	

[Back to search page](#)

Copyright 2000-2016 PSI. ALL RIGHTS RESERVED. Version 2.6.0.6

BID FORM

(00 4113) BID FORM - STIPULATED SUM (Single-Prime Contract)

Invitation No: RFB '16/38/B

Project: BUCKKMAN DIRECT DIVERSION RAW WATER PUMPS

Contractor: All American Technical Team
3515 LaPlata Hwy
Farmington, NM 87401

Date: July 5, 2016

This Bid is submitted to:

CITY OF SANTA FE
PURCHASING DIRECTOR
2651 SIRINGO ROAD, BUILDING H
SANTA FE, NEW MEXICO 87505

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for *60 days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice to Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. 16/38/B	Date 6/15/16	No. _____	Date _____
No. 16/38/B add. 1	Date 6/15/16	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
 - B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - C. The Bidder has carefully studied all reports and drawings of existing conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
 - D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
 - E. The Bidder has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Owner is acceptable to the Bidder.
- F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder

Buckman Direct Diversion – Raw Water Pump Project

to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any

other Bidder or over the Owner. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

G. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest lump sum bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is in the best interest of the City.

4. The Bidder will complete the work designated as BUCKMAN DIRECT DIVERSION RAW WATER PUMPS, PROJECT # 16/38/8 for the following price (All prices listed below are for a complete installed product and includes all labor, materials, equipment, bonding, insurance, overhead & profit, etc.):

A. LUMP SUM BID

1. Furnish and Install four raw water pumps

Four Hundred Seventeen Thousand Five Hundred Ninety-Six dollars and Twenty Nine cents	(\$ 417,596.29)
(use words)	(use figures)

Gross Receipts Taxes @ 8.3125% Four Hundred Fifty-Two Thousand, Three Hundred Eight dollars and Ninety-Eight cents	(\$ 452,308.98)
(use words)	(use figures)

B. ALTERNATIVE BID ITEMS

1. The Buckman Direct Diversion Board may choose to purchase up to four additional pumps. This may include one or two pumps that are identical to Booster Pump Station 1A pumps and one or two pumps that are identical to Booster Pump Station 2A pumps. The specifications for these pumps shall be identical to those provided for the first pumps, including (but not limited to) removal and reconditioning of motor(s), supply and installation of new pump(s).
2. The Bidder is required to honor the prices quoted below for a period of one-year from bid opening time. It is expressly understood that the Buckman Direct Diversion Board may choose to purchase one or more pumps at any time during the one-year period.
3. The Bidder will provide the pump(s) for the following prices (All prices listed below are for a complete installed product and includes all labor, materials, equipment, bonding, insurance, overhead & profit, etc.):

Alternative Bid Item No. 1 – Furnish and Install One Additional Pump at Booster Pump Station 1A

One Hundred Four Thousand, Three Hundred Ninety Nine Dollars and Seven Cents	(\$ 104,399.07)
(use words)	(use figures)

Gross Receipts Taxes @ 8.3125% One Hundred Thirteen Thousand, Seventy-Seven Dollars and Twenty-Four Cents	(\$ 113,077.24)
(use words)	(use figures)

Alternative Bid Item No. 2 – Furnish and Install Two Additional Pumps at Booster Pump Station 1A

Two Hundred Eight Thousand, Seven Hundred Ninety-Eight Dollars and Fourteen Cents	(\$ 208,798.14)
(use words)	(use figures)

Buckman Direct Diversion – Raw Water Pump Project

Gross Receipts Taxes @ 8.3125% _____	
Two Hundred Twenty-Six Thousand, One Hundred Fifty-Four Dollars and Forty-Nine Cents	(\$ 226,154.49 _____)
(use words)	(use figures)

Alternative Bid Item No. 3 – Furnish and Install One Additional Pump at Booster Pump Station 2A

One Hundred Four Thousand, Three Hundred Ninety-Nine Dollars and Seven Cents	(\$ 104,399.07 _____)
(use words)	(use figures)

Gross Receipts Taxes @ 8.3125% _____	
One Hundred Thirteen Thousand, Seventy-Seven Dollars and Twenty-Four Cents	(\$ 113,077.24 _____)
(use words)	(use figures)

Alternative Bid Item No. 3 – Furnish and Install Two Additional Pumps at Booster Pump Station 2A

Two Hundred Eight Thousand, Seven Hundred Ninety-Eight Dollars and Fourteen Cents	(\$ 208,798.14 _____)
(use words)	(use figures)

Gross Receipts Taxes @ 8.3125% _____	
Two Hundred Twenty-Six Thousand, One Hundred Fifty-Four Dollars and Forty-Nine Cents	(\$ 226,154.49 _____)
(use words)	(use figures)

5. The Bidder agrees that:
- A. The work to be performed under the Contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that completion of the Base Bid shall be achieved not later than two-hundred forty (240) calendar days after the date of written "Notice to Proceed", except as hereafter extended by valid written "Change Order" by the Owner.
 - B. Should the Contractor neglect, refuse, or otherwise fail to complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the Owner the amount of one thousand dollars (\$1,000.00) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.
 - C. The above prices shall include all labor, profit, insurance, (excluding applicable taxes), etc., to cover the finished work of the many kinds called for. Changes shall be processed in accordance with the Contract Documents.
 - D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

6. The following documents are attached to and made a condition of this Bid:
- A. Bid Bond (Bid Security Form and Agent's Affidavit)
 - B. This Bid Form, properly filled out and executed, including acknowledgement of Addenda, if any
 - C. Subcontractor Listing
 - D. Non-Collusion Affidavit of Prime Bidder
 - E. Certification of Non-Segregated Facilities
 - F. Resident contractor or Resident Veteran Contractor Certificate
 - G. ~~Certificate of Registration with New Mexico Dept. of Workforce Solutions~~
 - H. Certification of Equal Employment Opportunity

If any of the above requirements have not been met, the bid shall not be valid.

Buckman Direct Diversion – Raw Water Pump Project

7. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions)

8. If the Bidder is:

A. AN INDIVIDUAL:

By: _____
(Individual's Name)

doing business as:

Business address:

Telephone: _____

(SEAL)

B. A PARTNERSHIP:

By: _____
(Firm Name)

(General Partner)

Business Address:

Telephone: _____

(SEAL)

C. A CORPORATION

→ By: All American Technical Team, Inc. _____
(Corporation Name)

New Mexico

(State of Incorporation)

By: *Erica Lain* _____
(Name of person authorized to sign)

Chief Financial Officer

(Title)

Buckman Direct Diversion – Raw Water Pump Project

If a New Mexico Corporation: 2676161 Certificate of Incorporation No.

If a Foreign Corporation: _____ Certificate of Authority No.

Attest: _____ (Secretary)

Business address: 3515 LaPlata Hwy, Farmington, NM 87401

Telephone: 505-326-1778

D. A JOINT VENTURE

By: _____ (Name)

Address: _____

By: _____ (Name)

Address: _____

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

Bidder must fill in the following: (If none, write none)

→ NM License No.: 360270 Classification: GB-98

NM Department of Labor Registration No. 1 751920150414

Resident Contractor or Resident Veteran Contractor Certification No. L2066161616

City of Santa Fe Business Registration No.: _____

One Original and one copy of the Bid Submittal is required

BUCKMAN DIRECT DIVERSION BOARD
RAW WATER PUMP PROJECT

**AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

This Agreement is entered into this _____ day of _____ 2016, by and between the BUCKMAN DIRECT DIVERSION BOARD, herein known as the Owner, and Alpha Southwest, Inc., herein known as Contractor.

For the following:

PROJECT: BDD Raw Water Pump Project
Bid No.16/38/B

ENGINEER: Deere & Ault Consultants

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to "Engineer" in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

RECITALS

WHEREAS, the Owner, through its Governing Board, is authorized to enter into an Agreement for the project; and

WHEREAS, the Owner has let this Agreement according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Board of the Buckman Direct Diversion Board at its meeting of August 4, 2016.

OWNER and CONTRACTOR in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement; the Conditions of the Agreement (General, Supplementary, and other Conditions); all Sections, Specifications, Exhibits, Drawings, and forms and documents listed in the General Conditions of the Agreement - Section 00 7500; all Addenda issued prior to Bid; and all modifications issued and executed by Owner and Contractor after execution of this Agreement. These documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK

- 2.1 Contractor shall perform all the work required by the Contract Documents for the BDD Raw Water Pump Project, City of Santa Fe, Bid No. 16/38/B.
- 2.2 The Work is located at Buckman Direct Diversion's Booster Pump Stations 1A and 2A, which are located approximately 17 miles northwest of Santa Fe, New Mexico.

The Work includes:

- a. Removing four (total) existing vertical turbine pumps from two existing pump stations.
 - b. Removing four (total) electric motors from two existing pump stations and shipping those motors to a motor testing and repair facility. Those motors shall be returned to the Buckman Direct Diversion (BDD) and re-installed after service and testing.
 - c. Manufacture, installation, startup and testing of four (total) new vertical turbine pumps and all appurtenant equipment.
 - d. All electrical and controls wiring and testing to make the new pumps completely operable with the existing system.
 - e. It is understood that all mechanical, electrical and controls work will be performed by Contractor. It is also understood that BDD staff are familiar with the existing plant control systems and will assist Contractor with software programming changes necessary to make the system fully functional.
 - f. The work also consists of but not limited to furnishing all equipment, labor and materials as required by the Owner.
- 2.3 Contractor shall be responsible for verification of all measurements and dimensions for bidding.

- 2.4 Contractor shall be responsible for all permits, fees, insurance and the bond associated with the completion of this project.

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The work to be performed under this Agreement shall be commenced not later than Ten (10) consecutive calendar days after the date of written Notice to Proceed, and the completion of the Base Bid shall be achieved not later than Two-Hundred Forty (240) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written "Change Order" by the Owner.

ARTICLE 4
CONTRACT SUM

- 4.1 The Owner shall pay Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of four hundred sixty six thousand dollars (\$ 466,000.00).

The Contract Sum is determined as follows:

Base Bid Price	\$ 466,000.00
Bid Alternates (<u>0</u> thru <u>0</u>) Price	\$ 0
Gross Receipts (8.3125%) Tax	\$ 38, 736.25
TOTAL:	<u>\$504,736.25</u>

ARTICLE 5
PROGRESS PAYMENTS

- 5.1 Contractor shall submit Applications for Payment, based on the percentage of the Work performed as follows and in accordance with Article 10 of the General and Special Provisions.
- a) 20% Payment on approval of Shop Drawings
 - b) 50% Payment on completion of Pump Testing
 - c) 60% Payment on completion of Electric Motor Refurbishment
 - d) 80% Payment on Delivery of Pumps and Motors
 - e) 95% Payment on Complete Installation, Testing and Acceptance of Pumps
 - f) 100% Payment within twenty-eight (28) calendar days after correction of all deficiencies listed in the Certificate of Substantial Completion have been corrected.

ARTICLE 6
LIQUIDATED DAMAGES

- 6.1 Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work and/or the specific tasks or portions of the Work are not completed within the time durations specified in Article 3 above, plus any extensions thereof agreed to by Owner. Contractor agrees to pay to the Owner the amount of one thousand dollars (\$1,000) per each consecutive calendar day of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Agreement, not as a penalty, but as liquid damages for such breach of the Agreement.

ARTICLE 7
FINAL PAYMENT

- 7.1 Upon final completion and acceptance of the Work in accordance with Section 3.01 of the General Conditions of the Agreement, Owner shall issue Final Payment constituting the unpaid balance of the Contract Sum as recommended by Engineer, to Contractor within twenty-eight (28) calendar days after all deficiencies 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 terms of the Agreement has been fully performed.
- 7.2 Prior to issuance of Final Payment by the Owner, Contractor shall provide to the Owner a certified statement of Final Release Form, Consent of Surety, Warranty from Contractor, warranties from suppliers and manufacturers, training sessions, equipment/operation & maintenance manuals, and as-built drawings.

ARTICLE 8
SCHEDULE

- 8.1 Contractor shall, within fifteen (15) days after the effective date of this Agreement, prepare and submit to the Owner five (5) copies of a progress schedule covering Project operations and activities for the Two Hundred Forty (240) calendar day Project period.

ARTICLE 9
CONTRACTOR'S REPRESENTATIONS

- 9.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor shall examine the site conditions, intended application, and operation

- of the pump system and recommend pumps that will best satisfy the indicated requirements. This includes review of installed equipment to be reused and coordination to assure the compatibility of new and existing equipment.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the time for Substantial Completion, and in accordance with the other terms and conditions of the Contract Documents.
 - E. Contractor is aware of the general nature of Work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
 - F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 10
GENERAL AND SPECIAL PROVISIONS

- 10.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.
- 10.2 Terms used in this Agreement which are defined in the Conditions of the Agreement shall have the meanings designated in those Conditions.
- 10.3 Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of Contractor.
- 10.4 An enumeration of Contractor's Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the aggregate maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act, and shall provide proof of such

- insurance coverage to the Owner. It is the sole responsibility of Contractor to be in compliance with the law.
- 10.5 This Agreement shall not become effective until; (i) approved by the Governing Board; (ii) and signed by all parties required to sign this Agreement.
- 10.6 Contractor and Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. Contractor and Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.
- 10.7 Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner.
- 10.8 Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered and work performed. These records shall be subject to inspection by the Owner, the New Mexico Department of Finance and Administration, and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.
- 10.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.
- 10.10 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 Agreement.
- 10.11 Contractor hereby warrants that Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.
- 10.12 Contractor, upon Final Payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, the Owner's consultants, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that Contractor may have.
- 10.13 Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

- 10.14 Gender, Singular/Plural: Words of any gender used in this Agreement 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.
- 10.15 Captions and Section Headings: The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 10.16 This agreement shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.
- 10.17 Certificates and Documents Incorporated: All certificates and documentation required by the provisions of the Agreement and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.
- 10.18 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Any finding voiding or declaring unenforceable any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof, the parties agreeing specifically that they would have entered into and performed pursuant to the provisions hereof without the existence of the voided or unenforceable provisions.
- 10.19 Waiver: No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.
- 10.20 Assignment of Agreement: No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.21 Successors and Assigns: Owner and Contractor each binds itself, its partners, successors,

assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

- 10.22 Entire Agreement: This Agreement represents the entire Agreement between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.
- 10.23 Interchangeable Terms: For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.
- 10.24 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.
- 10.25 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.
- 10.26 Notices: Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER: Buckman Direct Diversion Board
Buckman Direct Diversion
341 Caja del Rio
Santa Fe, New Mexico 87507

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

- 10.27 Conflicts: In interpreting the Contract Documents, words describing material, or work having a well-known technical or trade meaning, unless otherwise specifically defined, shall be construed in accordance with such well-known meaning recognized by Engineers, Architects, and the trades. In resolving inconsistencies and/or conflicts among two (2) or more sections of the Contract Documents precedence shall be given in the following order:

- A. Contract Agreement
- B. Modifications to the Agreement by Change Order (if any)
- C. Addendums
- D. Supplementary Conditions
- E. Instructions to Bidders
- F. Plans/Drawings
- G. Technical Specifications
- H. General Requirements

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

10.29 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 Owner and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

ARTICLE 11
NEW MEXICO TORT CLAIMS ACT

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

This Agreement is entered into as of the day and year first written above.

ATTEST:

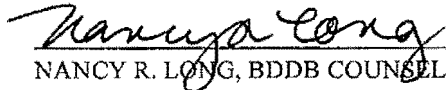
BUCKMAN DIRECT DIVERSION
BOARD:

YOLANDA Y. VIGIL, CITY CLERK

CHAIRPERSON

DATE: _____

APPROVED AS TO FORM:



NANCY R. LONG, BDDDB COUNSEL

CONTRACTOR:

BY: _____

TITLE: _____

DATE: _____

APPROVED:

CITY FINANCE DIRECTOR

72420.
BUSINESS UNIT/LINE ITEM

Contractor's NM Taxation and Revenue CRS No.: 002328120110926

Contractor's City of Santa Fe Business Registration No.: 16-00110357

- END OF SECTION -

GENERAL CONDITIONS OF THE
AGREEMENT (SECTION 00 7500)

(00 7501) SUMMARY OF WORK

PART 1 -- GENERAL

1.1 SUMMARY

- A. The Work is located at Buckman Direct Diversion's Booster Pump Stations 1A and 2A, which are located approximately 17 miles northwest of Santa Fe, New Mexico.
- B. The Work includes:
 - 1. Removing four (total) existing vertical turbine pumps from two existing pump stations.
 - 2. Removing four (total) electric motors from two existing pump stations and shipping those motors to a motor testing and repair facility. Those motors shall be returned to the Buckman Direct Diversion (BDD) and re-installed after service and testing.
 - 3. Manufacture, installation, startup and testing of four (total) new vertical turbine pumps and all appurtenant equipment.
 - 4. All electrical and controls wiring and testing to make the new pumps completely operable with the existing system.
 - 5. It is understood that all mechanical, electrical and controls work will be performed by Contractor. It is also understood that BDD staff are familiar with the existing plant control systems and will assist Contractor with software programming changes necessary to make the system fully functional.
- C. Other:
 - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
 - 2. It is Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.
- D. Except as specifically noted otherwise, provide and pay for:
 - 1. Insurance and bonds.
 - 2. Labor, materials, and equipment.
 - 3. Cranes for lifting
 - 4. Tools, equipment, and machinery required for the Work.
 - 5. Utilities required for construction.

6. Other facilities and services necessary for proper execution and completion of the Work.

1.2 ACTIVITIES BY OTHERS

- A. OWNER, utilities, and others will perform activities within Project area while the Work is in progress.
 1. Schedule the Work with Owner, utilities, and others to minimize mutual interference.
- B. Cooperate with others to minimize interference and delays.
 1. When cooperation fails, submit recommendations and perform Work in coordination with work of others.

1.3 COORDINATION OF WORK

- A. Maintain overall coordination of the Work.
- B. Obtain construction schedules from each subcontractor, and require each subcontractor to maintain schedules and coordinate modifications.

PART 2 -- PRODUCTS

Not used.

PART 3 -- EXECUTION

Not used.

- END OF SECTION -

(00 7502) VERTICAL TURBINE PUMPS

3.1 THE REQUIREMENT

- A. Contractor shall provide vertical turbine pumps with associated appurtenances, complete and operable, in accordance with the Contract Documents.
- B. An authorized representative of the Pump Manufacturer shall examine the Site conditions, intended application, and operation of the pump system and recommend pumps that will best satisfy the indicated requirements. This includes review of installed equipment to be reused and coordination to assure the compatibility of new and existing equipment.
- C. Contractor shall protect, retain and reuse the existing pump motors, variable frequency drives, existing pump discharge piping and appurtenances. The new pumps shall be designed, manufactured and installed to fit within the laying lengths, space and available tolerances of the existing equipment.
- D. Contractor shall protect and remove the existing pumps and place them in a location as directed by the Owner at the Owner's water treatment plant site.
- E. Contractor shall protect and remove the existing pump motors, package and ship them to a large AC current motor testing and repair facility. The pump motors shall be serviced and tested. Once testing and service is complete, Contractor shall package and ship motors back to the project site for installation with the pumps. It shall be clearly understood that the care and protection of the motors are the sole responsibility of Contractor from the time they are removed until the project is accepted by the Owner.
- F. **Unit Responsibility:** The Pump Manufacturer shall be made responsible for furnishing the Work and for coordination of design, assembly, testing, and installation of the Work of each pump system; however, Contractor shall be responsible to the Owner for compliance with the Contract Documents.
- G. **Single Manufacturer:** All pumps shall be produced by the same Manufacturer.
- H. **Shop Drawings:** Shop Drawings shall contain the following information:
 - 1. Pump name, identification number, and specification section number.
 - 2. Performance Information:
 - a. Submit performance curves showing head, capacity, horsepower demand, NPSH required, and pump efficiency over the entire operating range of the pumps.
 - b. The equipment manufacturer shall indicate separately the head, capacity, horsepower demand, overall efficiency, and minimum submergence required at the design flow conditions.

- c. Performance curves at intervals of 100 RPM from minimum speed to maximum speed shall be furnished for each pump equipped with a variable speed drive.
- 3. The Pump Manufacturer shall indicate the limits on the performance curves recommended for stable operation without surge, cavitation, or excessive vibration. The stable operating range shall be as wide as possible based on actual hydraulic and mechanical tests.
- 4. Assembly and installation drawings including shaft size, seal, coupling, bearings, anchor bolt plan, part nomenclature, material list, outline dimensions, and shipping weights.
- 5. Technical data for coating products for each piece to be coated, number of coats, primer products, top coats, final dry film thickness (DFT), color, and compatibility of shop and field applied coatings in accordance with the contract documents.
- 6. Detailed method for incorporation of controls to existing systems including details of additional terminals, enclosures, and appurtenances to receive inputs or transmit outputs to the existing local control panel and controls system.
- 7. Wiring diagram of field connections with identification of terminations between local control panels, junction terminal boxes, and equipment items.
- 8. Complete electrical schematic diagram.
- I. **Technical Manual:** The Technical Manual shall contain comprehensive information for each pump installed, including parts and materials, dimensions, hydraulic performance, test data, as well as installation, operation, and maintenance information.
- J. **Factory Test Data:** Signed, dated, and certified factory test data for each pump system shall be submitted before shipment of equipment.
- K. **Certifications:**
 - 1. Manufacturer's certification of proper installation.
 - 2. Contractor's certification of satisfactory field testing.

3.2 WARRANTY

- A. All products, equipment, labor and services provided shall be warranted for a period of two years after final completion.
- B. It is understood that the service of the pumps is severe and erosion of wetted parts is considered normal wear and will not be covered by the two year warranty.

PART 4 -- PRODUCTS

4.1 GENERAL

- A. Compliance with the Contract Documents may necessitate modifications to the Manufacturer's standard equipment.

- B. **Performance Curves:** Centrifugal pumps shall have a continuously rising curve or the system operating range shall not cross the pump curve at 2 different capacities. Unless indicated otherwise, the required pump shaft horsepower at any point on the performance curve shall not exceed the rated horsepower of the existing motor or encroach on the service factor.
- C. Components of each pump system provided shall be entirely compatible with new and existing equipment.
- D. Identification

Pump Name	Booster Pumps
Equipment Number	1A Pumps - 15PMP1103 and 15PMP1104 2A Pumps - 16PMP1101 and 16PMP1104
Quantity	4 Total
Location	Booster Pump Stations 1A and 2A

4.2 MATERIALS

- A. Materials shall be suitable for the intended application; materials not indicated shall be high-grade, standard commercial quality, free from defects and imperfections that might affect the serviceability of the product for the purpose for which it is intended, and shall conform to the following requirements:
 - 1. Miscellaneous stainless steel parts shall be Type 316 unless otherwise noted.
- B. **Flanges and Bolts:** Discharge flanges shall conform to ASME B16.5 - Pipe Flanges and Flanged Fittings dimensions. Bolts shall be in accordance with the following:
 - 1. **Standard Service Bolts (Not Buried or Submerged):** Except where otherwise shown or specified, all bolts, anchor bolts, and nuts shall be steel, galvanized after fabrication as specified herein. Threads on galvanized bolts and nuts shall be formed with suitable taps and dies such that they retain their normal clearance after hot-dip galvanizing. Except as otherwise specified herein, steel for bolts, anchor bolts and cap screws shall be in accordance with the requirements of ASTM A307.
 - 2. **Buried or Submerged Bolts:** Unless other corrosion-resistant bolts are shown, all bolts and washers that are submerged, or within the pump can shall be of Type 316 stainless steel, with bronze nuts, or cap screws (where screwed into stainless steel), of copper-silicon alloy, conforming to ASTM B98, alloy C 65100, designation H04, or alloy C 65500, designation H04. Wherever stainless steel bolts and nuts are specified, it shall refer to the above material combination, unless specifically excluded.
 - 3. Bolt Requirements:
 - a. The bolt and nut material shall be free-cutting steel.

- b. The nuts shall be capable of developing the full strength of the bolts. Threads shall be Coarse Thread Series conforming to the requirements of the American Standard for Screw Threads. All bolts and cap screws shall have hexagon heads and nuts shall be Heavy Hexagon Series.
- c. The length of all bolts shall be such that after joints are made up, each bolt shall extend through the entire nut, but in no case more than 1/2-inch beyond the nut.

4.3 SPARE PARTS

- A. One complete set of spare parts shall be furnished for each of the pumps supplied. The spare parts shall be as listed below:
 - 1. O-rings (complete set)
 - 2. Packing (complete set)
 - 3. Packing gland
 - 4. Lantern ring
 - 5. Stuffing box bearing
 - 6. Stuffing box shaft sleeve
 - 7. Lineshaft coupling
 - 8. Lineshaft bearing (complete set)
 - 9. Lineshaft bearing shaft sleeve
 - 10. Bowl shaft
 - 11. Bowl bearings (one for each bowl)
 - 12. Bowl wear rings, if applicable (one for each bowl)
 - 13. Impeller wear rings, if applicable (one for each impeller)
 - 14. Impeller collets, or key (one for each impeller)

4.4 PUMP REQUIREMENTS

- A. **Operating Conditions:** The Work of this Section shall be suitable for long term operation under the following conditions:

	1A Pumps	2A Pumps
Duty	Continuous	Continuous
Drive	Variable Speed	Variable Speed

Ambient environment	Indoors	Indoors
Ambient temperature, degrees F	45 to 100	45 to 100
Fluid service	Raw Water	Raw Water
Fluid temperature, degrees F	35 to 75	35 to 75
Net Positive Suction Head available, ft absolute, measured at centerline of first stage.	36.7	35.5

B. Performance Requirements:

	1A Pumps	2A Pumps
Maximum shutoff head, ft	950	950
Maximum pump speed, rpm	1,800	1,800
Minimum pump speed, rpm	1,200	1,200
Maximum motor Size Available, hp	800	700
Design flow capacity, gpm	4,225	3,560
Design flow TDH, ft	575	590
Design flow minimum bowl efficiency, percent	83	83
Maximum flow capacity at maximum speed, gpm	4,800	4,300
Maximum flow TDH, ft	495	470
Maximum flow minimum bowl efficiency, percent	81	81
Minimum flow capacity, gpm	2,000	2,000
Minimum flow TDH, ft	485	460
Minimum flow minimum bowl efficiency, percent	65	65

C. Pump Dimensions:

	1A Pumps	2A Pumps
Length from base plate to inside bottom of pump can, ft	14.37	14.11
Minimum column diameter, in	16	14
Discharge diameter, in	16	14

Discharge flange rating ANSI, psi	300	300
Minimum lineshaft diameter, in	2.25	2.25
Maximum bowl diameter, in	18	18

- D. **Pump Construction:** Construction of vertical turbine pumps shall conform to the following requirements:

Bowls	Close-grained gray cast iron, conforming to ASTM A48 - Gray Iron Castings, Class 30, or equal, with 20 mils of fusion bonded epoxy lining & coating (Scotchkote 134 or Engineer approved equal)
Impeller	Type 304 stainless steel, statically and dynamically balanced
Impeller shaft method of connection	Type 416 or 316 stainless steel impeller lock collet, or key
Wear rings	Type 440/410 (respectively) Stainless steel, replaceable (if applicable)
Pump shaft	Type 416 stainless steel with hard chrome plated journals (min. hardness 300 BNH), with hard backed fluted marine rubber bearings or Engineer approved equal.
Suction bell	Cast iron bell, with grease packed bottom bearing and streamlined ribs, with lining and coating to match bowls. Suction bell shall be fitted with a Type 316 stainless steel basket strainer.
Column	Steel pipe, not less than Schedule 30, epoxy-lined and coated with 20 mils DFT Devco 233H, Carboline 891 or Engineer approved equal. Column shall be in maximum 5-ft lengths, flanged with registered fit and through bolting. Flange faces shall be machined after welding onto the column with machined O-rings grooves and neoprene O-rings.
Lineshaft and couplings	Type 416 stainless steel shaft in maximum 5-ft lengths with replaceable hard chrome shaft sleeves (300 BHN) at bearings. The shaft shall be sized for a critical speed of min 20 percent above max operating speed. Shaft coupling shall be Type 416 stainless steel, threaded or keyed to the shaft.
Shaft lubrication	Product water

Shaft seal	Stuffing box with packing and lantern ring, with automated grease lubrication system. Shafts shall be sleeved through the stuffing box with replaceable mechanically attached 416 stainless steel sleeves.
Lineshaft bearings	Fluted marine rubber bearings with bronze integral bearing retainers at each joint and replaceable 416 stainless steel shaft sleeves
Discharge head	Fabricated steel, reinforced to withstand pipe thrust, epoxy-lined with flange, base plate, and provision for pressure gauge, drain connections, and grease lubrication supply to stuffing box. Discharge heads shall match existing critical dimensions.
Motor shaft coupling	3-piece, heavy-duty, adjustable spacer coupling for solid shaft motors, with registered fit to allow for impeller adjustment
Pump cans	Each pump shall use the existing pump can

E. **Stuffing Boxes:** Stuffing boxes shall be of the best quality, using the Manufacturer's suggested materials best suited for the specific application.

1. The packing gland shall be of a two piece design. The packing shall be compatible with grease lubrication using a NSF Standard 61 grease that meets NLGI #2. The packing shall operate satisfactorily under the following conditions:

Shaft speeds	up to 2500 fpm
Temperature	up to 500 degrees F
pH range	0-14

4.5 MANUFACTURERS, OR EQUAL

- A. **Goulds Water Technology**
- B. **Peerless Pumps**
- C. **Weir-Floway Pumps**
- D. **Simflo Pumps**
- E. **Flowserve**

4.6 PUMP DRIVE AND CONTROLS

- A. Each pump shall use the existing electric motor, variable speed drive, and control systems. Existing information is provided in Appendix A for Booster Station 1A and Appendix B for Booster Station 2A.

4.7 EXISTING MOTOR TESTING AND SERVICE

- A. Each existing pump motor shall be removed from the existing pumps and shipped to an approved large AC motor testing and service facility.
- B. Each motor shall have the following service:
 - 1. Disassemble, test, clean and inspect all parts
 - 2. Recondition stator
 - 3. Dynamically balance the rotor as an assembly
 - 4. Assemble motor using new OEM bearings
 - 5. Test motor
 - 6. Paint motor
 - 7. Drain oil before shipping
- C. If any motor is found to require repairs or service beyond those described above, Contractor shall immediately notify the Owner.
- D. The Owner and/or Engineer will be given 14 day notice in advance of final testing of the motors and will be allowed to witness the shop testing.

4.8 PUMP APPURTENANCES

- A. **Nameplates:** Each pump shall be equipped with a stainless steel nameplate indicating serial numbers, rated head and flow, impeller size, pump speed, and Manufacturer's name and model number.
- B. **Gauges:**
 - 1. Pumps shall be equipped with pressure gauges installed at pump discharge lines.
 - 2. Gauges shall be located in a representative location, where not subject to shock or vibrations, in order to achieve true and accurate readings. Where subject to shock or vibrations, the gauges shall be wall-mounted or attached to galvanized channel floor stands and connected by means of flexible connectors.
- C. **Automatic Grease Lubrication System**
 - 1. Contractor shall provide an automated grease lubrication system for each pump supplied. Grease lines shall be plumbed to each of the stuffing box ports. The automated grease systems shall be Graco G3 Max with a 12 liter grease reservoir, or Engineer approved equal.

2. Contractor shall install the automated grease lubrication system, including power supply, control conductors and conduit according to the manufacturer's recommendations. The system shall be able to start/stop with pump operation, apply lubrication on: 1) pump start, 2) a timed interval, and 3) high temperature.
3. Contractor shall install a stuffing box temperature probe that is suitable for the operating conditions and will supply continuous temperature reading to the plant control system.
4. Contractor shall fill the stuffing boxes to the level required by the pump manufacturer and fill the grease reservoirs completely. Grease shall be NSF Standard 61 approved and meet NLGI #2.

4.9 PROTECTIVE COATING

- A. Materials and equipment shall be coated according to Section 2.4.D. Pump Construction, using methods and products described below.
 1. The term "DFT" means minimum dry film thickness, without any negative tolerance.
 2. Coating and lining products for pieces in contact with potable water shall be NSF/ANSI 61 certified.
 3. Machined surfaces, stainless steel, equipment nameplates, electrical conduit, grease fittings, and indoor PVC piping shall not be coated unless noted otherwise.
 4. Field applied coatings and touch up products shall be compatible with the original coating and lining systems and colors.
 5. Colors and shades of colors of coatings shall match existing equipment. Each coat shall be of a slightly different shade to facilitate inspection of surface coverage for each coat.
 6. Surface preparation shall comply with the manufacturer's written recommendations for the intended service conditions.

4.10 FACTORY TESTING

- A. The following tests shall be conducted on each indicated pump system:
 1. Each pump shall be tested at the factory in accordance with the Hydraulic Institute's ANSI/HI 14.6 Rotodynamic Pumps for Hydraulic Performance Acceptance Tests. Manufacturer shall provide the Engineer a minimum of three (3) days' prior notice and allow the Engineer to witness factory testing.
 - a. Test shall be performed using the complete pump assembly to be installed. If Owner furnished motors cannot be used, the manufacturer shall perform the tests with an Engineer approved drive system. If not used in pump testing, job motors shall be tested under full load and variable speed at motor testing facility to ensure problem free operation from full speed to minimum speed at 100 rpm intervals. Testing of prototype models will not be acceptable. The following minimum test results shall be submitted:
 - 1) Hydrostatic test results of bowl assembly, column and discharge head.

- 2) At maximum speed, a minimum of five (5) hydraulic test readings between shutoff head and 25 percent beyond the maximum indicated capacity, recorded on data sheets as defined by the Hydraulic Institute.
 - 3) Pump curves showing head, flow, bhp, and efficiency requirements.
 - 4) NPSH required test curve.
 - 5) Certification that the pump shaft horsepower demand did not exceed the rated motor horsepower of 1.0 service rating at any point on the curve.
 - 6) The pump manufacturer shall record vibration during the performance test
2. Acceptance: In the event of failure of any pump to meet any of the requirements, Contractor shall make necessary modifications, repairs, or replacements to conform to the requirements of the Contract Documents and the pump shall be re-tested until found satisfactory.

PART 5 -- EXECUTION

5.1 SERVICES OF MANUFACTURER

- A. Inspection, Startup, and Field Adjustment:** An authorized service representative of the Manufacturer shall be at the Site for a minimum of three (3) work days during installation of the system to witness the following and to certify in writing that the equipment and controls have been properly installed, aligned, lubricated, adjusted, and readied for operation.
1. Installation of the equipment
 2. Inspection, checking, and adjusting the equipment
 3. Startup and field testing for proper operation
 4. Performing field adjustments to ensure that the equipment installation and operation comply with requirements
- B.** The Engineer may require that the inspection, startup, and field adjustment services above be furnished in up to three (3) separate trips.
- C. Instruction of the Owner's Personnel:**
1. An authorized training representative of the Manufacturer shall visit the site for one (1) day to instruct the Owner's personnel in the operation and maintenance of the equipment, including step-by-step troubleshooting with necessary test equipment. Instruction shall be specific to the models of equipment provided.
 2. The representative shall have at least two (2) years experience in training. A resume for the representative shall be submitted.
 3. Training shall be scheduled a minimum of three (3) weeks in advance of the first session.

4. Proposed training material and a detailed outline of each lesson shall be submitted for review two weeks in advance of training. Comments shall be incorporated into the material.
 5. The training materials shall remain with the trainees and a complete digital copy of the training materials shall be provided to the Owner.
 6. The Owner may videotape the training for later use with the Owner's personnel.
- D. For the purposes of this Section, a work day is defined as an 8 hour period at the Site, excluding travel time.

5.2 INSTALLATION

- A. **General:** Pumping equipment shall be installed in accordance with the Manufacturer's written recommendations.
- B. **Alignment:** Equipment shall be field tested to verify proper alignment and freedom from binding, scraping, shaft runout, or other defects. Pump drive shafts shall be measured just prior to assembly to ensure correct alignment without forcing. Equipment shall be secure in position and neat in appearance.
- C. **Lubricants:** Contractor shall provide all necessary oil and grease for initial operation.

5.3 FIELD TESTS

- A. Each pump system shall be field tested after installation to demonstrate:
 1. Satisfactory operation without excessive noise and vibration.
 2. No overheating of bearings.
- B. The following field testing shall be conducted:
 1. Startup, check, and operate the pump system over its entire speed range. If the pump is driven by a variable speed drive, the pump and motor shall be tested at 100 RPM increments. Unless otherwise indicated, vibration shall be within the amplitude limits recommended by the Hydraulic Institute Standards at a minimum of four (4) pumping conditions defined by the Engineer.
 2. Obtain concurrent readings of motor voltage, amperage, pump suction head, and pump discharge head for at least four (4) pumping conditions at each pump rotational speed at 100 RPM increments. Check each power lead to the motor for proper current balance.
 3. Determine bearing temperatures by contact type thermometer. A run time until bearing temperatures have stabilized shall precede this test, unless insufficient liquid volume is available.
 4. Electrical and instrumentation tests shall be conducted as necessary to demonstrate satisfactory performance, as determined by the Engineer.
- C. Field testing will be witnessed by the Engineer. Contractor shall furnish minimum three (3) Days advance notice of field testing.

- D. In the event any pumping system fails to meet the indicated requirements, the pump shall be modified or replaced and re-tested as outlined above until it satisfies the requirements.
- E. After each pumping system has satisfied the requirements, Contractor shall certify in writing that it has been satisfactorily tested and that final adjustments have been made. Certification shall include the date of the field tests, a listing of persons present during the tests, and the test data.
- F. Contractor shall be responsible for costs of field tests, including related services of the Manufacturer's representative, except for power and water, which the Owner will bear. If available, the Owner's operating personnel will provide assistance in field testing

- END OF SECTION -



Buckman Direct Diversion Board Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** or **CONTRACT AMENDMENT**

2 Name of Contractor Alpha Southwest Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$504,736.25

Termination Date: 240 NTP

Approved by BDDB Date: Pending

or by BDD Facilities Manager Date: _____

Contract is for: Raw Water Pumps BDD 16/38/B

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by BDDB Date: _____

or by Facilities Manager Date: _____

Amendment is for:

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

Amount \$ 504,736.25 of original Contract# pending Termination Date: 240 NTP

Reason: Raw Water Pumps

Amount \$ _____ amendment # _____ Termination Date: na

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 504,736



Buckman Direct Diversion Board Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 16/38/B Date: June 23, 2016

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 **Procurement History:** 1 year contract
example: (First year of 4 year contract)

7 **Funding Source:** _____ **BU/Line Item:** 72420

8 **Any out-of-the ordinary or unusual issues or concerns:**
none
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez
Phone # 955-4271

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract #. _____

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

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

Comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/27/2016

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

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

PRODUCER Cress Insurance Consultants 6101 Moon St. NE Suite 1000 Albuquerque, NM 87111 Ray Strom	CONTACT NAME: Ray Strom PHONE (A/C, No, Ext): 505-822-8114 E-MAIL ADDRESS: rstrom@cressinsurance.com	FAX (A/C, No): 505-822-0341
	INSURER(S) AFFORDING COVERAGE	
INSURED Alpha Southwest, Inc. P O Box 9263 Albuquerque, NM 87119	INSURER A: National Fire Ins of Hartford	NAIC # 20478
	INSURER B: Continental Casualty Company	NAIC # 20443
	INSURER C: Valley Forge Insurance Co	NAIC # 20508
	INSURER D: Columbia Casualty	
	INSURER E: Liberty Mutual	NAIC # 33600
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5093812966	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5093812952	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			C5093778091	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5093848947	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors E&O w/ Pollution Incident			CEO6018485129	06/02/2016	06/02/2017	Occ/Agg 2,000,000 Deduct 5,000

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

CERTIFICATE HOLDER

CANCELLATION

MISCEL1 Buckman Direct Diversion 341 Caja Del Rio Road Santa Fe, NM 87506	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: August 4, 2016
To: Buckman Direct Diversion Board
From: Matthew Sandoval, Interim Operations Superintendent
Subject: Update on BDD Operations for the Month of July 2016

ITEM:

1. This memorandum is to update the Buckman Direct Diversion (BDD) Board on BDD operations during the month of July 2016. The BDD diversions and deliveries have averaged, in Million Gallons Daily (MGD) as follows:
 - a. Raw water diversions: 5.27 MGD Average
 - b. Finished Drinking water deliveries through Booster Station 4A: 2.02 MGD Average
 - c. Finished Drinking water deliveries through Booster Station 5A: 1.92 MGD Average
 - d. Raw water delivery to Las Campanas at BS2A: 34.73 MG Total.
2. The BDD is providing approximately 28 percent of the water supply to the City and County for the month.
3. Please see the following pages from the Monthly report to the Office of the State Engineer (OSE) for accurate information up to July 15, 2016.
4. Please note all prior years are also included for reference.
5. The current Drought Update Summary and Reservoir Storage Status are attached.



BACKGROUND AND SUMMARY:

2016 Buckman Direct Diversion Monthly SJC and Diversions (In Acre-Fect)

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03106 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	378.699	50.475	0.065	328.159	328.159	0.000	3.029
FEB	326.413	66.670	10.811	248.933	248.933	0.000	2.288
MAR	587.864	123.929	4.622	459.312	459.312	0.000	4.264
APR	708.658	130.582	0.000	578.076	578.076	0.000	5.170
MAY	587.508	179.692	0.000	407.817	407.817	0.000	3.625
JUN	330.602	38.776	0.000	291.826	189.108	102.718	2.656
JUL	297.145	97.002	0.000	200.142	131.052	69.090	1.855
AUG	0.000	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	3,216.888	687.125	15.498	2,514.265	2,342.457	171.808	22.886

Month	Native COUNTY	Native LAS CAMPANAS	SJC TOTAL	SJC CITY	SJC LAS CAMPANAS	All Partners Diversions
JAN	50.475	0.065	325.131	325.131	0.000	375.670
FEB	66.670	10.811	246.645	246.645	0.000	324.125
MAR	123.929	4.622	455.048	455.048	0.000	583.599
APR	130.582	0.000	572.906	572.906	0.000	703.488
MAY	179.692	0.000	404.192	404.192	0.000	583.883
JUN	38.776	0.000	289.170	187.387	101.784	327.946
JUL	97.002	0.000	198.288	129.838	68.450	295.290
AUG	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	687.125	15.498	2,491.379	2,321.145	170.233	3,194.002

2015 Buckman Direct Diversion Monthly SJC and Diversions (In Acre-Feet)

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03638 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	312.687	66.122	0.000	246.565	246.565	0.000	2.400
FEB	328.880	49.882	6.848	272.150	272.150	0.000	2.358
MAR	358.212	169.870	8.149	180.193	180.193	0.000	1.602
APR	40.134	40.134	0.000	0.000	0.000	0.000	0.000
MAY	465.403	238.729	0.000	226.674	226.674	0.000	2.145
JUN	692.311	128.544	0.000	563.767	452.444	111.323	5.043
JUL	448.317	148.671	0.000	299.646	237.065	62.581	2.701
AUG	493.158	213.727	0.000	279.430	279.430	0.000	2.538
SEP	683.013	130.850	0.000	552.163	552.163	0.000	4.983
OCT	677.884	80.409	0.000	597.475	597.475	0.000	5.300
NOV	494.681	66.266	0.000	428.415	428.415	0.000	3.893
DEC	308.850	111.198	0.000	197.652	197.652	0.000	1.764
TOTAL	5,303.530	1,444.402	14.997	3,844.131	3,670.228	173.904	34.726

Month	Native COUNTY	Native LAS CAMPANAS	SJC CITY	SJC LAS CAMPANAS	All Partners Diversions BDD
JAN	66.122	0.000	244.165	0.000	310.287
FEB	49.882	6.848	269.792	0.000	326.521
MAR	169.870	8.149	178.592	0.000	356.610
APR	40.134	0.000	0.000	0.000	40.134
MAY	238.729	0.000	224.529	0.000	463.258
JUN	128.544	0.000	448.397	110.327	687.268
JUL	148.671	0.000	234.928	62.017	445.616
AUG	213.727	0.000	276.893	0.000	490.620
SEP	130.850	0.000	547.180	0.000	678.030
OCT	80.409	0.000	592.175	0.000	672.585
NOV	66.266	0.000	424.522	0.000	490.789
DEC	111.198	0.000	195.888	0.000	307.086
TOTAL	1,444.402	14.997	3,637.061	172.344	5,268.804

2014 Buckman Direct Diversion Monthly SJC and Diversions (In Acre-Feet)

Month	Total SJC Release	SJC Conveyance Losses	Total SJC Available at BDD	SJC Diversion, BDD SP-2847-E	SJC Diversion SP-2847-N A	Total Native Rio Grande Diversion SP-4842	Total BDD Surface Division (all permits)
JAN	383.35	3.74	390.34	390.34	0.00	12.68	403.01
FEB	349.51	3.28	341.55	341.55	0.00	11.38	352.93
MAR	373.88	3.66	381.69	357.07	34.09	148.83	530.52
APR	178.75	1.70	176.78	92.46	84.47	227.22	404.00
MAY	491.46	4.61	480.35	389.13	91.22	374.86	855.21
JUN	427.50	3.96	412.66	295.07	117.58	292.84	705.49
JUL	425.22	4.14	431.96	399.51	32.46	72.32	504.28
AUG	496.68	4.60	479.66	479.66	0.00	96.07	575.74
SEP	552.71	5.40	562.83	562.83	0.00	84.85	647.68
OCT	381.93	3.63	378.30	378.30	0.00	142.46	520.76
NOV	441.14	4.09	426.17	426.17	0.00	11.59	437.76
DEC	423.99	4.13	430.74	430.74	0.00	19.56	450.30
TOTAL	4,926.12	46.93	4,893.03	4,542.84	359.82	1,494.66	6,387.68

Month	Total Release	City of SANTA FE	Santa Fe COUNTY	Club at LAS CAMPANAS
JAN	383.35	383.35	0.00	0.00
FEB	349.51	349.51	0.00	0.00
MAR	373.88	346.37	0.00	27.37
APR	178.75	93.42	0.00	85.41
MAY	491.46	399.41	0.00	92.41
JUN	427.50	307.54	0.00	120.28
JUL	425.22	397.13	0.00	28.09
AUG	496.68	496.68	0.00	0.00
SEP	552.71	552.71	0.00	0.00
OCT	381.93	381.93	0.00	0.00
NOV	441.14	441.14	0.00	0.00
DEC	423.99	423.99	0.00	0.00
TOTAL	4,926.12	4,573.18	0.00	353.56

2013 Buckman Direct Diversion Monthly SJC and Diversions (In Acre-Feet)

Month	Total SJC Release	SJC Conveyance Losses	Total SJC Available at BDD	SJC Diversion, BDD SP-2847-E	SJC Diversion SP-2847-N-A	Total Native Rio Grande Diversion SP-4842	Total BDD Surface Division (all permits)
JAN	439.04	4.24	441.79	441.79	0.00	44.09	485.88
FEB	261.03	2.47	257.94	257.94	0.00	10.49	268.42
MAR	353.69	3.30	343.57	343.57	0.00	75.66	419.23
APR	680.73	6.34	661.33	661.33	0.00	89.47	750.80
MAY	1,045.27	9.88	1,030.46	1,030.46	0.00	22.86	1,053.32
JUN	817.91	7.85	818.00	734.56	83.44	260.03	1,078.03
JUL	606.85	5.90	614.73	397.47	78.83	0.00	476.30
AUG	108.68	0.91	95.34	41.68	36.91	0.00	78.59
SEP	136.77	1.43	149.29	63.86	53.76	0.00	117.61
OCT	255.24	2.46	256.53	213.87	42.66	72.92	329.45
NOV	196.45	1.88	195.50	187.02	8.48	117.33	312.83
DEC	293.76	2.63	274.19	274.19	0.00	12.25	286.44
TOTAL	5,195.42	49.29	5,138.67	4,647.73	304.07	705.09	5,656.89

Month	Total Release	City of SANTA FE	Santa Fe COUNTY	Club at LAS CAMPANAS
JAN	439.04	439.04	0.00	0.00
FEB	261.03	261.03	0.00	0.00
MAR	353.69	353.69	0.00	0.00
APR	680.73	680.73	0.00	0.00
MAY	1,045.27	1,045.27	0.00	0.00
JUN	817.91	729.30	0.00	88.60
JUL	606.85	473.27	0.00	133.58
AUG	108.68	65.21	0.00	43.47
SEP	136.77	83.87	0.00	52.90
OCT	255.24	211.15	0.00	44.09
NOV	196.45	186.31	0.00	10.15
DEC	293.76	293.76	0.00	0.00
TOTAL	5,195.42	4,822.62	0.00	372.79

2012 Buckman Direct Diversion Monthly SJC and Diversions (In Acre-Feet)

Month	Total SJC Release SP-2847-E	Conveyance Losses	Total SJC Available at BDD Diversion	Total SJC Diversion SP-2847-E	Total Native Rio Grande Diversion SP-4842	Release of SJC in Elephant Butte	Total BDD Surface Diversion SP-2847-E plus SP-4842	SJC used to offset Buckman Wells RG-20516
JAN	448.09	4.06	447.00	411.56	5.02	0	416.59	35.44
FEB	210.29	1.97	216.94	208.13	32.21	0	240.34	8.81
MAR	335.75	2.94	323.61	312.85	59.21	0	372.06	10.76
APR	528.63	4.72	519.90	519.90	108.61	0	628.51	0.00
MAY	660.18	6.24	651.05	651.05	145.51	0	796.55	0.00
JUN	722.36	6.79	692.21	692.21	120.92	0	813.12	0.00
JUL	152.03	2.23	191.75	157.16	0.00	0	157.16	34.60
AUG	86.08	0.58	60.90	60.90	239.96	0	300.87	0.00
SEP	637.17	6.05	630.92	630.92	110.07	0	740.99	0.00
OCT	747.21	7.14	744.87	744.87	50.82	0	795.69	0.00
NOV	479.19	4.63	482.65	482.65	120.91	0	603.56	0.00
DEC	442.67	4.17	434.71	434.71	119.44	0	554.15	0.00
TOTALS	5449.67	51.53	5396.51	5306.90	1112.67	0.00	6419.57	89.61

Month	Total Release (AF)	HERON		EL VADO		ABIQUIU	
		CITY	COUNTY	CITY	COUNTY	CITY	COUNTY
JAN	448.09	0.00	0.00	0.00	0.00	448.09	0.00
FEB	210.29	0.00	0.00	0.00	0.00	210.29	0.00
MAR	335.75	0.00	0.00	0.00	0.00	335.75	0.00
APR	528.63	0.00	0.00	0.00	0.00	528.63	0.00
MAY	660.18	0.00	0.00	0.00	0.00	660.18	0.00
JUN	722.36	0.00	27.21	0.00	0.00	695.15	0.00
JUL	152.03	0.00	21.42	0.00	0.00	130.61	0.00
AUG	86.08	0.00	0.00	0.00	0.00	86.08	0.00
SEP	637.17	0.00	0.00	0.00	0.00	637.17	0.00
OCT	747.21	0.00	0.00	0.00	0.00	747.21	0.00
NOV	479.19	0.00	0.00	0.00	0.00	479.19	0.00
DEC	442.67	0.00	0.00	0.00	0.00	442.67	0.00
TOTALS	5449.67	0.00	48.63	0.00	0.00	5401.04	0.00

Note: Grey fields indicate revisions to previous monthly report

Drought, Monsoon/El Nino, and ESA Update

Drought conditions have eased this past year due to the reappearance of a strong El Nino, although February – June has been relatively dry. NOAA has recently (7-25-16) updated **ENSO (El Nino) status to: neutral conditions are now present with increasing likelihood for La Nina conditions (hot/dry) to develop by the late summer, with about a 55%-60% chance of La Nina during fall and winter 2016/17, perhaps beginning as early as August.** The dynamic model average indicates La Nina by August, while the statistical models predict a transition to La Nina by fall. Dry conditions in 2016/17 could present significant challenges to all water purveyors, water utilities, and irrigators if there is not significant filling and carry-over storage in regional reservoirs from the current run-off season and/or monsoon rains. Regional reservoir levels on the upper Santa Fe, Rio Grande, and Chama Rivers are still low but rising due to warmer temperatures and resultant snowmelt runoff. Preliminary estimates are for an approximate 95%-100% delivery of full firm-yield of San Juan-Chama Project water. There are no water-related Endangered Species Act (ESA) updates. Updates on ESA issues will be made as needed. Rio Grande Compact Article VII storage restrictions went back into effect 4/22/16, which means the City will not be allowed to impound “native” runoff into Nichols and McClure Reservoirs above the pre-Compact pool of 1,061 AF (unless an exchange for water is made with the NMISC). Updates to this condition will be made as needed.

Current City of Santa Fe 2015/2016 SJCP Reservoir Storage:

Heron:

4,492 AF (2015 SJCP water must be vacated by September 31, 2016 pursuant to a BoR waiver). 2016 deliveries are at 95% of annual total, as of 7/1/16.

El Vado:

2,968 AF

Abiquiu:

8,970 AF SJCP carry-over from previous years, no time limit to vacate due to storage agreement with ABCWUA

TOTAL:

16,430 AF



A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: August 4, 2016
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager *[Signature]*
Subject: Professional Services Agreement with ALS Global USA Corp.

Item and Issue:

Request approval to enter into a Professional Services Agreement with ALS Global USA Corp. in the amount of \$30,000 exclusive of NMGRT.

Background and Summary:

The MOU between the BDDDB and DOE specified that Buckman Direct Diversion Board would conduct the "The Removal Efficiency & Assessment of Treatments" study. This fiscal year we request to procure the service for this study with ALS Global USA Corp. This vendor currently has an approved New Mexico State Price Agreement and based on the current price listing the BDD feels this laboratory can perform the study with the least costs to its partners. This agreement will terminate on June 30, 2017.

Action Requested:

Staff recommends approval of Professional Services Agreement with ALS Global USA Corp. in the amount of \$30,000 plus NMGRT. This amount has been included in our FY16/17 Approved Operating Budget.

BU/Line Item: Compliance Contracts # 7280000.510250.750010

Approved by BDDDB August 4, 2016

Councilor Carmichael Dominguez, BDDDB Chair



**BUCKMAN DIRECT DIVERSION BOARD
PROFESSIONAL SERVICES AGREEMENT
WITH
ALS Global USA Corp.**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board (“BDDDB”) and ALS Global USA Corp. (“Contractor”). The effective date of this Agreement shall be the date when it is executed by the Chair of the BDDDB.

1. SCOPE OF SERVICES

Contractor shall provide water quality and process control analysis services for the Buckman Direct Diversion Facility for The Removal Efficiency & Assessment of Treatments (“TREAT”) study under the BDDDB and Department of Energy Memorandum of Understanding as follows:

A. Conduct water analysis and provide results to the BDD Regulatory Compliance Officer, as soon as possible after the analyses are completed, but in no case later than thirty (30) days, unless a delay in delivery has been requested by Contractor and approved by the BDDDB in writing.

B. The complete analysis data packet shall include:

(1) An Electronic Data deliverable for all analyses in the format specified by the BDDDB.

(2) A letter and table format of all analyses, including Level III quality control (unless otherwise specified) at no additional cost with a cover letter. The reports shall be transmitted electronically.

C. The analysis data packet must:

(1) Meet Environmental Protection Agency and New Mexico Environment Department monthly/quarterly/yearly compliance requirements;

(2) Apply Environmental Protection Agency and New Mexico Environment Department approved analytical methodologies; and

(3) Meet Environmental Protection Agency and New Mexico Environment Department approved QA/QC requirements.

2. STANDARD OF PERFORMANCE; LICENSES

A. Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Contractor's services are rendered.

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

3. COMPENSATION

A. Compensation under this Agreement shall be thirty thousand dollars (\$30,000) plus applicable gross receipts tax. Contractor will provide services pursuant to the Scope of Services under Paragraph 1 herein.

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Invoices for services will be made on a monthly basis. Payment to Contractor will be made within thirty (30) days after the date of billing. Billing will be made in accordance with the New Mexico, General Services Department Price Agreement #60-667-15-26554.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDB and terminate June 30, 2017.

6. TERMINATION

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDB, the City of Santa Fe, Santa Fe County and their officers, officials and

employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. If not completed at the time of final payment, Contractor shall remain obligated to complete the Scope of Services and other obligations of this Agreement. Contractor agrees not to purport to bind the BDDDB to any obligation not assumed herein by the BDDDB unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

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

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

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

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

Insurance must be written on an ISO Occurrence form or an equivalent form providing

coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury or property damage providing the following minimum limits of liability.

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

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

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

environmental or pollution hazards, Contractor's policy shall not contain exclusions for those activities.

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

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

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDB, City of Santa Fe, Santa Fe County and their respective elected officials, officers, employees, agents, volunteers and representatives.

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

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

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

G. **Specific Provisions Required.**

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

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

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

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

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

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

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDB, City of Santa Fe, Santa Fe County and 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 Contractor's performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

Indemnification for Professional Acts, Errors or Omissions. Except for professional acts, error or omissions that are the result of established gross negligence or willful misconduct on the part of Contractor, or its employees, agents, representatives or sub-consultants, the

General Indemnification shall not apply to professional acts, errors or omissions unless covered by Professional Liability insurance required in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

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

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by the City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDDB and the City of Santa Fe shall have the right to

audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDB or the City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin,

ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

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

22. NOTICES

Any notices requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to Seller or Buyer at the following addresses:

BDDDB: Charles M. Vokes, Facilities Manager
Buckman Direct Diversion
341 Caja Del Rio Road
Santa Fe, NM 87506
Email: cmvokes@ci.santa-fe.nm.us

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

CONTRACTOR: ALS Global USA Corp.
Attn: Julie Ellingson, Project Manager
225 Commerce Drive
Fort Collins, CO 80524
Email: _____

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received three (3) days after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Carmichael Dominguez, BDDDB Chair

Date: _____

APPROVED AS TO FORM



Nancy R. Logg, BDDDB Counsel

APPROVED

Oscar S. Rodriguez, City Finance Director

7280000.5102510.750010

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:

ALS Global USA Corp.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue

CRS # _____

City of Santa Fe Business

Registration # _____



Buckman Direct Diversion Board Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** or **CONTRACT AMENDMENT**

2 Name of Contractor ALS Global USA Corp.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$30,000.00

Termination Date: June 30, 2017

Approved by BDDB Date: pending

or by Project Manager Date: _____

Contract is for: To provide water analysis and results.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by BDDB Date: _____

or by Facilities Manager Date: _____

Amendment is for:

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

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



**Buckman Direct Diversion Board
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other SPA #60-667-15-26554

6 **Procurement History:** _____
example: (First year of 4 year contract)

7 **Funding Source:** BDD Operating **BU/Line Item:** 7280000.5102510.750010

8 **Any out-of-the ordinary or unusual issues or concerns:**
none
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Mackie Romero
Phone # 955-4506

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Professional Indemnity/Errors & Omissions CARRIER: XL Insurance America, Inc. POLICY TERM: 09/30/2015 – 09/30/2016 POLICY NUMBER: AU00001947LI15A	Per Claim: \$5,000,000 Aggregate: \$5,000,000