



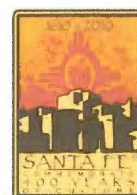
A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memorandum

Date: June 22, 2017
To: Buckman Direct Diversion Board
From: Michael Dozier, Interim Operations Superintendent *MD*
Subject: Update on BDD Operations for the Month of June 2017

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of June 2017. The BDD diversions and deliveries have averaged, in Million Gallons Daily (MGD) as follows:
 - a. Raw water diversions: 6.61 MGD Average
 - b. Drinking water deliveries through Booster Station 4A/5A: 5.36 MGD Average
 - c. Raw water delivery to Las Campanas at BS2A: 1.17 MGD Average
 - d. Onsite treated and non-treated water storage: 0.08 MGD Average
2. The BDD is providing approximately 45 percent of the water supply to the City and County for the month.
3. The BDD year-to-date diversions are depicted below:



4. Background Diversion tables:

Buckman Direct Diversion Monthly SJC and Native Diversions

Jun-17		In Acre-Feet					
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	395.248	84.736	0.000	310.512	310.512	0.000	2.717
FEB	383.179	26.107	3.426	353.646	353.646	0.000	3.087
MAR	547.849	17.804	11.643	518.402	518.402	0.000	4.564
APR	592.385	381.170	0.000	211.216	211.216	0.000	1.821
MAY	488.240	478.925	0.000	9.315	9.315	0.000	0.072
JUN	430.962	33.506	0.000	397.456	320.203	77.253	3.519
JUL	0.000	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	2,837.863	1,022.246	15.069	1,800.547	1,723.294	77.253	15.780

In Acre-Feet

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	84.736	0.000	307.795	307.795	0.000	392.531
FEB	26.107	3.426	350.559	350.559	0.000	380.091
MAR	17.804	11.643	513.838	513.838	0.000	543.285
APR	381.170	0.000	209.395	209.395	0.000	590.565
MAY	478.925	0.000	9.243	9.243	0.000	488.168
JUN	33.506	0.000	393.937	317.368	76.569	427.443
JUL	0.000	0.000	0.000	0.000	0.000	0.000
AUG	0.000	0.000	0.000	0.000	0.000	0.000
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	1,022.246	15.069	1,784.767	1,708.198	76.569	2,822.082

2016 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Convey- ance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	CITY Total SJC Diversion (Ac-ft)	Las Campanas Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)	SJC used to offset Buckman Wells
JAN	328.16	3.03	325.13	325.13		50.54	375.67	
FEB	248.93	2.29	246.65	246.65		77.48	324.13	
MAR	459.31	4.26	455.05	455.05		128.55	583.60	
APR	562.55	5.04	557.51	557.51		145.95	703.46	
MAY	407.82	3.63	404.19	404.19		179.69	583.88	
JUN	291.83	2.66	289.17	191.31	97.86	34.26	323.43	
JUL	360.03	3.26	356.77	251.89	104.87	113.93	470.69	
AUG	133.52	1.22	132.30	88.75	43.55	67.55	199.85	
SEP	313.61	2.52	311.09	311.09		316.73	627.82	
OCT	585.70	4.23	581.47	563.60	17.88	149.97	731.45	
NOV	288.72	2.58	286.14	282.09	4.05	122.83	408.97	
DEC	277.86	2.22	275.64	275.64		109.01	384.65	
TOTALS	4,258.04	36.94	4,221.11	3,952.90	268.21	1,496.49	5,717.60	

Source of SJC Releases in reporting month. Includes conveyance losses.

2016	ABIQUIU			
Month	Total Release (Ac-ft)	City	County	Club at Las Campanas
JAN	328.16	328.16		
FEB	248.93	248.93		
MAR	459.31	459.31		
APR	562.55	562.55		
MAY	407.82	407.82		
JUN	291.83	193.07		98.76
JUL	360.03	254.20		105.83
AUG	133.52	89.57		43.95
SEP	313.61	313.61		
OCT	585.70	567.69		18.01
NOV	288.71	284.63		4.08
DEC	277.86	277.86		
TOTALS	4,258.03	3,987.40		270.63

2015 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Convey- ance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	CITY Total SJC Diversion (Ac-ft)	Las Campanas Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)
JAN	246.57	2.40	244.17	244.17		66.12	310.29
FEB	272.15	2.36	269.79	269.79		56.73	326.52
MAR	180.19	1.60	178.59	178.59		178.02	356.61
APR	0.00	0.00	0.00	0.00		40.13	40.13
MAY	226.67	2.15	224.53	224.53		238.73	463.26
JUN	563.77	5.04	558.72	448.40	110.33	128.54	687.27
JUL	299.65	2.70	296.95	234.93	62.02	148.67	445.62
AUG	279.43	2.54	276.89	276.89		213.73	490.62
SEP	552.16	4.98	547.18	547.18		130.85	678.03
OCT	597.48	5.30	592.18	592.18		80.41	672.59
NOV	428.42	3.89	424.52	424.52		66.27	490.79
DEC	197.65	1.76	195.89	195.89		111.20	307.09
TOTALS	3,844.14	34.72	3,809.41	3,637.07	172.35	1,459.40	5,268.82

Source of SJC Releases in reporting month. Includes conveyance losses.

2015	ABIQUIU			
Month	Total Release (Ac-ft)	City	County	Club at Las Campanas
JAN	246.57	246.57		
FEB	272.15	272.15		
MAR	180.19	180.19		
APR	0.00	0		
MAY	226.67	226.67		
JUN	563.76	452.44		111.32
JUL	299.65	237.07		62.58
AUG	279.43	279.43		
SEP	552.16	552.16		
OCT	597.48	597.48		
NOV	428.42	428.42		
DEC	197.65	197.65		
TOTALS	3,844.13	3,670.23		173.90

2014 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Convey- ance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	CITY Total SJC Diversion (Ac-ft)	COUNTY Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)	SJC used to offset Buckman Wells
JAN	383.35	3.74	390.34	390.34		12.68	403.02	
FEB	349.51	3.28	341.55	341.55		11.38	352.93	
MAR	373.88	3.66	381.69	357.07	34.09	148.83	539.99	
APR	178.75	1.70	176.78	92.46	84.47	227.22	404.15	
MAY	491.46	4.61	480.35	389.13	91.22	374.86	855.21	
JUN	427.50	3.96	412.65	295.07	117.58	292.84	705.49	
JUL	425.22	4.14	431.96	399.51	32.46	72.32	504.29	
AUG	496.68	4.60	479.66	479.66		96.07	575.73	
SEP	552.71	5.40	562.83	562.83		84.85	647.68	
OCT	381.93	3.63	378.30	378.30		142.46	520.76	
NOV	441.14	4.09	426.17	426.17		11.59	437.76	
DEC	423.99	4.13	430.74	430.74		19.56	450.30	
TOTALS	4,926.12	46.94	4,893.02	4,542.83	359.82	1,494.66	6,397.31	

Source of SJC Releases in reporting month. Includes conveyance losses.

2014	ABIQUIU			
Month	Total Release (Ac-ft)	City	County	Club at Las Campanas
JAN	383.35	383.35		
FEB	349.51	349.51		
MAR	373.74	346.37		27.37
APR	178.83	93.42		85.41
MAY	491.82	399.41		92.41
JUN	427.82	307.54		120.28
JUL	425.22	397.13		28.09
AUG	496.68	496.68		
SEP	552.71	552.71		
OCT	381.93	381.93		
NOV	441.14	441.14		
DEC	423.99	423.99		
TOTALS	4,926.74	4,573.18		353.56

2013 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Convey- ance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	CITY Total SJC Diversion (Ac-ft)	COUNTY Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)	SJC used to offset Buckman Wells
JAN	439.04	4.24	441.79	441.79		44.09	485.88	
FEB	261.03	2.47	257.94	257.94		10.49	268.43	
MAR	353.69	3.30	343.57	343.57		75.66	419.23	
APR	680.73	6.34	661.33	661.33		89.47	750.80	
MAY	1,045.27	9.88	1,030.46	1030.46		22.86	1,053.32	
JUN	817.91	7.85	734.56	734.56	83.44	260.03	1,078.03	
JUL	606.85	5.90	397.47	397.47	78.83		476.30	138.43
AUG	108.68	0.91	41.68	41.68	36.91		78.59	16.46
SEP	136.77	1.43	63.86	63.86	53.76		117.62	31.68
OCT	255.24	2.46	213.87	213.87	42.66	72.92	329.45	
NOV	196.45	1.88	187.02	187.02	8.48	117.33	312.83	
DEC	293.76	2.63	274.19	274.19		12.25	286.44	
TOTALS	5,195.42	49.29	4,647.74	4,647.74	304.08	705.10	5,656.92	186.57

Source of SJC Releases in reporting month. Includes conveyance losses.

2013	ABIQUIU			
Month	Total Release (Ac-ft)	City	County	Club at Las Campanas
JAN	439.04	439.04		
FEB	261.03	261.03		
MAR	353.69	353.69		
APR	680.73	680.73		
MAY	1,045.27	1045.27		
JUN	817.90	729.3		88.6
JUL	606.85	473.27		133.58
AUG	108.68	65.21		43.47
SEP	136.77	83.87		52.9
OCT	255.24	211.15		44.09
NOV	196.46	186.31		10.15
DEC	293.76	293.76		
TOTALS	5,195.42	4,822.63		372.79

2012 Buckman Direct Diversion Monthly SJC and Native Diversions

Month	Total SJC Release (Ac-ft)	Conveyance Losses (Ac-ft)	Total SJC Available at BDD Diversion (Ac-ft)	Total SJC Diversion (Ac-ft)	Total Native Rio Grande Diversion (Ac-ft)	Total BDD Surface Diversion (Ac-ft)	SJC used to offset Buckman Wells
JAN	448.09	4.06	447.00	411.56	5.02	416.58	35.44
FEB	210.29	1.97	216.94	208.13	32.21	240.34	8.81
MAR	335.75	2.94	323.61	312.85	59.21	372.06	10.76
APR	528.63	4.72	519.90	519.90	108.61	628.51	
MAY	660.18	6.24	651.05	651.05	145.51	796.56	
JUN	722.36	6.79	692.21	692.21	120.92	813.13	
JUL	152.03	2.23	191.75	157.16		157.16	34.60
AUG	86.08	0.58	60.90	60.90	239.96	300.86	
SEP	637.17	6.05	630.92	630.92	110.07	740.99	
OCT	747.21	7.14	744.87	744.87	50.82	795.69	
NOV	479.19	4.63	482.65	482.65	120.91	603.56	
DEC	442.67	4.17	434.71	434.71	119.44	554.15	
TOTALS	5,449.65	51.52	5,396.51	5,306.91	1,112.68	6,419.59	89.61

Source of SJC Releases in reporting month. Includes conveyance losses.

2012		HERON		EL VADO		ABIQUIU	
Month	Total Release (Ac-ft)	City	County	City	County	City	County
JAN	448.09					448.09	
FEB						210.29	
MAR						335.75	
APR						528.63	
MAY						660.18	
JUN			27.21			695.15	
JUL			21.42			130.61	
AUG						86.08	
SEP						637.17	
OCT						747.21	
NOV						479.19	
DEC						442.67	
TOTALS	448.09		48.63			5,401.02	

5. The current Drought Update Summary and Reservoir Storage Status.

Drought/Monsoon, Storage, and ESA Update

NOAA has recently updated ENSO (El Nino/La Niña) status to: ENSO (El Nino Southern Oscillation) - neutral is favored (50 to ~55% chance) through the Northern Hemisphere through fall 2017. Regional reservoir levels on the Rio Grande and Chama Rivers are rising. Upper Santa Fe River reservoirs are also rising. The City just received 100% delivery of full firm-yield of San Juan-Chama Project (SJCP) 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 are not in effect, which means the City will be allowed to impound “native” runoff into Nichols and McClure Reservoirs above the pre-Compact pool of 1,061 acre-feet (AF). Updates to this condition will be made as needed.

Most current City of Santa Fe SJCP Reservoir Storage:

Heron:

7,965 AF. 2016 deliveries were at about 95% of annual total.

El Vado:

0 AF.

Abiquiu:

8,602 AF SJCP carry-over from previous years, no time limit to vacate due to storage agreement with ABCWUA

TOTAL:


16,567 AF



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: July 6, 2017
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager 
Subject: PSA with Hall Environmental Analysis Laboratory, Inc.

Item and Issue:

Request approval to enter into a Professional Services Agreement with Hall Environmental Analysis Laboratory, Inc. for the amount of \$20,000 exclusive of NMGRT.

Background and Summary:

The Buckman Direct Diversion requires services from a certified laboratory to analyze and report results for both regulatory requirements and process analysis for quality assurance and fact based decision making.

The BDD requests approval to enter into a Professional Service Agreement with Hall Environmental Analysis Laboratory, Inc. to provide water quality and process control analysis services. The estimated amount of services needed for the new fiscal year is projected to be \$20,000 plus applicable gross receipts tax. The vendor has an existing New Mexico State Price Agreement and the term of the agreement will expire on June 30, 2018.

Action Requested:

Staff recommends approval of the Professional Services Agreement with Hall Environmental Analysis Laboratory Inc. in the amount of \$20,000 plus applicable gross receipts tax. This amount has been included in our FY 17/18 Approved Operating Budget.

BU/Line Item: Compliance Contracts # 7280000.510250.750010

Approved by BDDDB July 6, 2017

Commissioner Henry P. Roybal, BDDDB Chair



**BUCKMAN DIRECT DIVERSION BDDB
PROFESSIONAL SERVICES AGREEMENT
WITH
Hall Environmental Analysis Laboratory, Inc.**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDB") and Hall Environmental Analysis Laboratory, Inc. ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the Chair of the BDDB.

1. SCOPE OF SERVICES

Contractor shall provide water quality and process control analysis services for the Buckman Direct Diversion Facility as follows:

A. Conduct water analyses and provide results ("Data Packet") 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 BDD in writing.

B. The Data Packet shall include:

(1) An electronic data deliverable for all analyses in the format specified by BDDB. Contractor must be able to transmit reports electronically.

(2) All analyses in letter and table format, including Level III quality control (unless otherwise specified), at no additional cost along with a cover letter.

C. The Data Packet Must:

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

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

(3) Must 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 twenty thousand dollars (\$20,000) plus applicable New Mexico 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 #40-667-14-22753 and #60-667-15-26554 (see Attachment 1-Fee schedule).

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, 2018.

6. TERMINATION

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

(1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the 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, Las Campanas Water and Sewer

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

12. INSURANCE

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

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

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

(1) **Commercial General Liability.** Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury or property damage providing the following minimum limits of liability.

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

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

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

substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, Contractors 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 BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

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

provide written notice to the BDDDB within four working days of Contractor's receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

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

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

G. **Specific Provisions Required.**

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

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

(a) Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the BDDB'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, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the 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 BDDDB or the City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

BDDDB: Charles M. Vokes, BDD 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: Hall Environmental Analysis Laboratory, Inc.
Attn: Andy Freeman, Laboratory Manager
4901 Hawkins NE, Ste D
Albuquerque, NM 87109
Email: andy@hallenvironmental.com

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Henry P. Roybal, BDD Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM



Nancy R. Long, BDDB Counsel

APPROVED

Adam K. Johnson, City Finance Director

7280000.510250

ATTEST

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:
Hall Environmental Analysis
Laboratory, Inc.

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 Hall Environmental Analysis Laboratory, Inc.

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$20,000.00

Termination Date: June 30, 2018

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Contract is for: To provide laboratroy analysis of environmental samples.

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 \$ 20,000.00 of original Contract# _____ Termination Date: 06/30/2018

Reason: To provide laboratroy analysis of environmental samples.

Amount \$ _____ amendment # 1 Termination Date: _____

Reason: _____

Amount \$ _____ amendment # 2 Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 20,000



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:** 7280000.510250.750010

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:



HALLENV-02

MSKINNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2017

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

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

PRODUCER HUB International Insurance Services (NMX) 7770 Jefferson NE Suite 200 Albuquerque, NM 87109		CONTACT NAME: Kaylynn Pattison PHONE (A/C, No, Ext): (505) 823-4952 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: kaylynn.pattison@hubinternational.com		
INSURED Hall Environmental Analysis Laboratory, Inc. 4901 Hawkins Street NE, St D Albuquerque, NM 87109		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Capitol Specialty Insurance Corporation		10328
		INSURER B : Liberty Mutual Insurance Company		23043
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		EV20172060-01	06/15/2017	06/15/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> Prof Liab/Pollution*						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY	X		CBP7115104	06/27/2017	06/27/2018	PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						CONTRACTORS SIT \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						BODILY INJURY (Per accident) \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE (Per accident) \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N Y	N/A	WC 7026802	06/15/2017	06/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage extends to the operation of the insured. Certificate holder is provided additional insured status as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Buckman Direct Diversion Project
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



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: July 6, 2017
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager
Subject: PSA 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 Removal Efficiency & Assessment of Treatments" study. 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, 2018.

Action Requested:

Staff recommends approval of the Professional Services Agreement with ALS Global USA Corp. in the amount of \$30,000 plus NMGRT. This amount has been included in our FY17/18 Approved Operating Budget.

BU/Line Item: Compliance Contracts # 7280000.510250.750010

Approved by BDDDB July 6, 2017

Commissioner Henry P. Roybal, BDDDB Chair



**BUCKMAN DIRECT DIVERSION BDDDB
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 analyses and provide results ("Data Packet") 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 BDD in writing.

B. The Data Packet shall include:

(1) An electronic data deliverable for all analyses in the format specified by BDDDB. Contractor must be able to transmit reports electronically.

(2) All analyses in letter and table format, including Level III quality control (unless otherwise specified), at no additional cost along with a cover letter.

The 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;

(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 New Mexico 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, 2018.

6. TERMINATION

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

(1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the 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, Las Campanas Water and Sewer

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

12. INSURANCE

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

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

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

(1) **Commercial General Liability.** Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury or property damage providing the following minimum limits of liability.

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

(2) **Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident. An insurance certificate shall be submitted to the BDDDB 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, Contractors 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 BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

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

provide written notice to the BDDDB within four working days of Contractor's receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

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

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

G. **Specific Provisions Required.**

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

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

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

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

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

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

13. INDEMNIFICATION

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

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 BDDDB or the City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

BDDDB: 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: Julie.ellingson@alsglobal.com

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

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

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

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Commissioner Henry P. Roybal
BDD Chair

Date: _____

ATTEST

Geraldine Salazar, County Clerk

APPROVED AS TO FORM



Nancy R. Long, BDDDB Counsel

APPROVED

Adam K. Johnson, City Finance Director

7280000.510200

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

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$30,000.00

Termination Date: June 30, 2018

☒ Approved by BDDDB Date: Pending

☐ or by Project Manager Date: _____

Contract is for: To provide laboratroy analysis of environmental samples.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by BDDDB 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 \$ 30,000.00 of original Contract# _____ Termination Date: 06/30/2018

Reason: To provide laboratroy analysis of environmental samples.

Amount \$ _____ amendment # 1 Termination Date: _____

Reason: _____

Amount \$ _____ amendment # 2 Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 30,000



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:** 7280000.510250.750010

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:



CERTIFICATE OF LIABILITY INSURANCE

ALSGROU-01 POOJARYVS

DATE (MM/DD/YYYY)

9/30/2016

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 Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 E-MAIL: certificates@willis.com ADDRESS:	FAX (A/C, No): (888) 467-2378
INSURED ALS Group USA, Corp. 10450 Stancliff Road, Suite 210 Houston, TX 77099	INSURER(S) AFFORDING COVERAGE	
	INSURER A: XL Insurance America, Inc.	
	INSURER B: Starr Indemnity & Liability Company	
	INSURER C: XL Insurance Company Limited	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
24554		
38318		
B0851		

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 SIR: \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			US00011819LI16A	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/PO/AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			SISIPCA08346516	09/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AU00001947LI16A	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	100 0001328	09/30/2016	09/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof Indm/E&O			AU00001947LI16A	09/30/2016	09/30/2017	See Attached

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

Named Insureds: ALS Industrial USA, LLC; ALS Group USA, Corp.; ALS Maverick Testing Laboratories, Inc.; DSI Thru-Tubing (USA) Inc. dba ALS Oil & Gas; ALS Reservoir Laboratories LLC; ALS Services USA, Corp.; ALS USA, Inc.; Omega Well Monitoring LLC; Corpro, Inc.; Ellington and Associates Inc.; Empirica, LLC

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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

Memorandum

Date: July 6, 2017
To: Buckman Direct Diversion Board
From: Mackie Romero, BDD Financial Manager 
Subject: Fiscal Year 2018 BDD Annual Budget Adoption

ITEM AND ISSUE:

Request formal adoption of the Buckman Direct Diversion Annual Operating Budget and Other Fund Contributions for Fiscal Year 2018.

BACKGROUND AND SUMMARY:

The Joint Powers Agreement between the City of Santa Fe and Santa Fe County provides that the BDD Board annually approve and recommend a budget and formally adopt the budget upon approval of the governing bodies.

On March 2, 2017, the Buckman Direct Diversion Board approved the proposed annual operating budget and other fund contributions, and recommended the budget to be considered and approved by Santa Fe City Council and Santa Fe County Board of Commissioners.

On April 26, 2017, the City of Santa Fe Water Division's annual budget included the funding requested and was approved by Santa Fe City Council.

On June 27, 2017, the Santa Fe County Public Utilities Department's annual budget included the funding requested less \$59,420 and was approved by the Santa Fe County Board of Commissioners.

Based on the amounts requested and approved by the governing bodies, the BDD is requesting formal adoption of \$8,284,536 plus the annual contribution of \$626,706. The formal adoption is \$208,842 less than the amount requested and approved by the BDD Board. This reduction is due to the removal of a vehicle purchase, as Santa Fe County has agreed to donate a comparable vehicle to the BDD.





Buckman Direct Diversion

FISCAL YEAR 2018

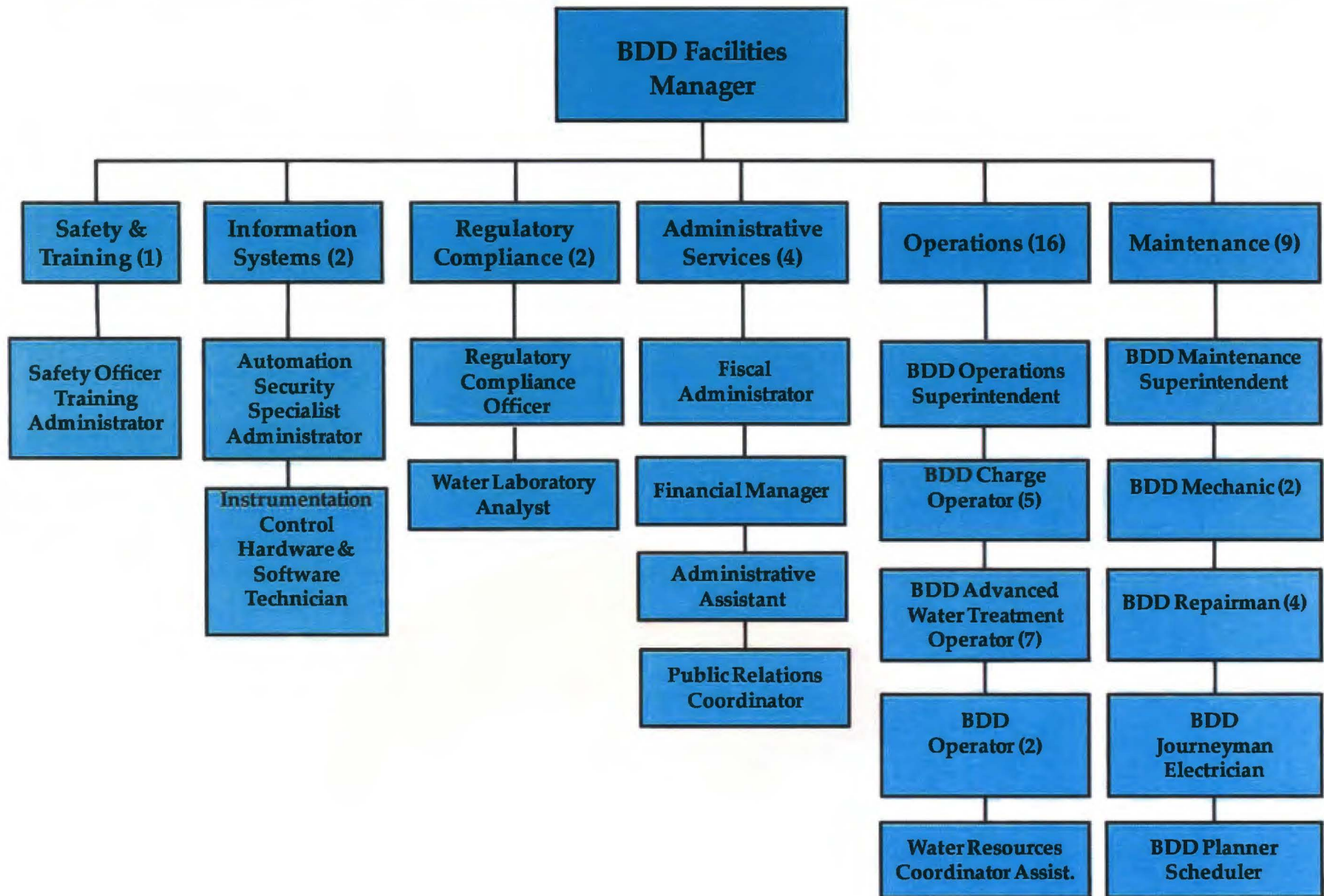


APPROVED ANNUAL OPERATING BUDGET & PARTNER CONTRIBUTIONS



Prepared by:
Mackie M. Romero, BDD Financial Manager
Charles M. Vokes, BDD Facilities Manager

BUCKMAN DIRECT DIVERSION REGIONAL WATER PLANT ORGANIZATIONAL CHART



Buckman Direct Diversion (BDD) Approved Annual Operating Budget, Fiscal Year 2018

Budget Message

The *Project Management and Fiscal Services Agreement* (PMFSA) requires the Project Manager to submit an Annual Operating Budget. With this submittal, the Project Manager requests the Buckman Direct Diversion Board (BDDDB) adopt the approved Fiscal Year 2018 Operating Budget of \$8,284,536. The approved operating budget consists of fixed and variable costs and includes revenue/reimbursements from several sources as presented by major expenditure category:

BUDGET REVENUE/REIMBURSEMENT SUMMARY - APPROVED FISCAL YEAR 2018 OPERATING BUDGET - (TABLE A)

	<u>Fixed</u>	<u>Variable</u>	<u>Total</u>	<u>%</u>
Revenues/Reimbursements by Source:				
Federal Funds	\$ 96,000	-	\$ 96,000	1.16%
PNM Solar Rebates	-	142,760	142,760	1.72%
City of Santa Fe	4,675,402	1,082,706	5,758,109	69.5%
Santa Fe County	1,615,566	319,733	1,935,298	23.4%
Las Campanas (Club)	245,041	54,201	299,242	3.61%
Las Campanas (Coop)	53,127	-	53,127	0.64%
Total Revenues by Source	\$ 6,685,136	\$ 1,599,400	\$ 8,284,536	100%
% of overall budget	81%	19%	100%	

BUDGET EXPENDITURE SUMMARY - PARTNER SHARE OF APPROVED FISCAL YEAR 2018 OPERATING BUDGET - (TABLE B)

<u>Expenditure by Category</u>	<u>City of Santa Fe</u>	<u>Santa Fe County</u>	<u>Las Campanas (Club)</u>	<u>Las Campanas (Coop)</u>	<u>Federal Funds</u>	<u>Total</u>
Personnel	\$ 2,531,669	\$ 869,403	\$ 106,262	\$ 29,260	\$ -	\$ 3,536,594
Electricity	960,407	279,242	56,886	3,465	-	1,300,000
Chemicals	208,376	71,624	-	-	-	280,000
Solids	89,328	30,672	-	-	-	120,000
Materials & Supplies	490,830	177,657	28,020	18,295	-	714,802
Other Operating Costs	1,361,481	466,797	91,224	2,107	96,000	2,017,608
Fiscal Agent Fee	222,261	76,422	16,849	-	-	315,532
Total	5,864,351	1,971,816	\$ 299,242	\$ 53,127	\$ 96,000	\$ 8,284,536
PNM Solar Rebates	(106,242)	(36,518)				
Total	\$ 5,758,109	\$ 1,935,298				

Budget Summary & Analysis

Closing the gap between actual expenditures and budget will continue to be considered in development of BDD's operating budget requests.

- Fiscal Year 2015 Actual Expenditures \$5,876,350 (with 7 vacant positions) which was \$853,380 lower than our adopted budget.
- Fiscal Year 2016 Actual Expenditures \$6,361,582 (with 7 vacant positions and \$798,668 of unexpended legal fees) which was \$1,541,818 lower than our adopted budget.
- Fiscal Year 2017 Projected to expend \$7,467,191 (with 4 vacant positions) which is \$736,649 lower than our adopted budget.

The BDD has actively collaborated with its partners on the development of this budget and with their support the Fiscal Year 2018 budget request was approved as follows:

- The approved Annual Operating Budget for Fiscal Year 2018 is \$7,969,004 plus the fiscal agent fee of \$315,532 which represents an increase in our fiscal agent fee of 3%, upon execution of the new support agreement. Other major initiatives include:
 - Legal Services - \$1,025,385 for BDDDB's pursuit of claims and possible litigation.
 - BDD Reorganization – \$43,858.00 to reclassify two BDD Operator Positions for two (2) BDD Equipment Repairman.
 - Federal Grant Funding of \$96,000 for BDD Storm Water Sampling Program.

In Fiscal Year 2018, the BDD will be in its seventh year of operations. This major milestone was a prime consideration in our analysis of costs. The BDD also uses yearly volumetric flow predictions provided by each partner for our variable and project wide allocation of expenditures.

The BDD has presented the monthly PNM Solar Rebates received from the Water Treatment Plant Solar Array as a source of revenue. The resulting reimbursement requests for American Capital Energy (primary owner of this solar array) to the City of Santa Fe and Santa Fe County will be reduced by the revenue received.

In June 2015, BDD was granted federal funds from the Department of Energy, which expires May 31, 2018 for the BDD Storm Water Sampling Program. This funding will be used for the collection of samples from the Rio Grande at the BDD in order to make determinations on the water quality of the river during LANL events.

(TABLE C)

BUCKMAN DIRECT DIVERSION REGIONAL WATER PLANT

	FY 2016 Adopted Budget	FY 2016 Audited Actual 6/30/16	FY 2016 Variance \$ (Under) / Over Budget	%	FY 2017 Adopted Budget	FY 2018 Approved Budget	\$ Change FY 2018 vs FY 2017	%
Revenues/Reimbursements by Fund:								
Partner Reimbursements	\$ 7,617,400	\$ 6,131,918	\$ (1,485,482)	80%	\$ 7,721,154	\$ 8,045,776	\$ 324,622	4%
PNM Solar Rebates	190,000	136,074	(53,926)	72%	150,000	142,760	(7,240)	-5%
Federal Funds	96,000	93,590	(2,410)	97%	96,000	96,000	-	0%
Total	\$ 7,903,400	\$ 6,361,582	\$ (1,541,818)	80%	\$ 7,967,154	\$ 8,284,536	\$ 317,382	4%
Expenditures by Category:								
Salaries and Wages	\$ 1,871,450	\$ 1,761,093	\$ (110,357)	94%	\$ 2,035,114	\$ 2,196,994	\$ 161,880	8%
Overtime / Shift Differential	235,000	225,541	(9,459)	96%	180,000	150,000	(30,000)	###
Benefits	1,037,499	973,682	(63,817)	94%	1,137,673	1,189,600	51,927	5%
Electricity	1,338,000	1,055,894	(282,106)	79%	1,318,000	1,300,000	(18,000)	-1%
Chemicals	290,000	276,115	(13,885)	95%	250,000	280,000	30,000	12%
Solids	171,800	151,375	(20,425)	88%	120,000	120,000	-	0%
Materials & Supplies*	608,561	529,802	(78,759)	87%	726,004	714,802	(11,202)	-2%
Other Operating Costs*	2,283,690	1,320,680	(963,010)	58%	2,121,480	2,017,608	(103,872)	-5%
Total	7,836,000	6,294,182	(1,541,818)	80%	7,888,271	7,969,004	80,733	1%
Fiscal Agent Fee	67,400	67,400	-	0%	78,883	315,532	236,649	3%
Total	\$ 7,903,400	\$ 6,361,582	\$ (1,541,818)	80%	\$ 7,967,154	\$ 8,284,536	\$ 317,382	4%
* See Table C-1 and C-2 for a detailed summary of Major Category Costs								

Table C presents actual expenses by major category for fiscal year ended June 30, 2016 and our current year adopted budget in comparison to our fiscal year 2018 approved operating budget. The BDD staff will continue to closely collaborate with its partners, the City of Santa Fe, Santa Fe County and Las Campanas entities in determining the costs needed to ensure BDD has the funding to properly operate and maintain the facilities to meet the demands of its partners.

BDD Materials & Supplies Detailed Summary

(TABLE C-1)

<u>Description</u>	<u>Amount</u>	<u>Total</u>
Repair & Maintenance Buiding / Structures - sprinkler, fire alarm, plumbing	17,000	
On-Call HVAC Service Agreement	25,000	
Total		42,000
Repair & Maintenance System Equipment		
General maintenance, repairs and replacement to water system facilities	226,500	
Hach Service Agreement - Yearly calibration of instrumentation	37,000	
Yukon & Assoc - On-call process instrumentation and control systems	5,000	
Wunderlich-Malec - On-call SCADA & computer networking	15,000	
Great Southwest Meters- Annual meter calibration and inspection	12,000	
Subsurface Contracting - On-call repair and replacement to water systems	43,000	
Alpha Southwest - On-call services mechanical & electrical	27,500	
Automation & Electric - On-call SCADA support, software, programming	33,000	
Positive Energy - Maintenance and service of BS2A Solar Array	10,000	
Total		409,000
Repair & Maintenance Grounds/Rd - Landscaping agreements		15,000
Repair & Maintenance Machine & Equipment -Copiers, machinery & equipment		27,000
Operating Supplies -Field supplies maintenance/operations		58,450
Auto Parts, Tires, Gasoline & Diesel - Fleet maintenance of vehicles		19,000
Inventory Exempt / IT - Small tools, radios, and phase II of replacement of computers		19,500
Uniforms (\$500 clothing, \$200 boots = \$700 per employee)		23,800
Safety Supplies - First aid, protective gear		14,560
System Equipment - Sediment monitoring equipment (Raw Water)		20,492
Data Processing - Phase II server replacement for SCADA		16,000
Building & Structures - Phase III of security system upgrades		50,000
Total Materials & Supplies Category		714,802

BDD Other Operating Costs Detailed Summary

(TABLE C-2)

<u>Description</u>	<u>Amount</u>	<u>Total</u>
Agreements		
BDDDB Insurance Broker/Agent	9,500	
Chavez Security - provides patrol along Buckman road corridor	155,557	
Stenographer Agreement - BDD Board meetings	3,200	
USDA Collection Agreement - Federal law enforcement	30,000	
USGS Operation and maintenance agreement of BDD sediment gage	35,194	
BDDDB Independent counsel	110,479	
BDDDB Litigation counsel	1,025,384	
Compliance Agreements - Required water sampling, testing, inspection, analysis	181,256	
Audit professional services agreement	11,000	
BDD Board - Public liability and real property insurance premiums	155,482	
Land Leases - BLM right of way agreements	76,756	
Total		<u>1,793,808</u>
Benefits Dept. Assessments - City Benefits Assessment Fees		9,250
General Liability Dept Assessments - City Risk Assessment Fees		9,336
General Liability Third Party - Crime Liability Assessment Fees		50,000
Public Relations - tours, outreach, promotions, website, virtual tour		18,650
Software/Software Subscriptions- Software support and upgrades		25,582
Employee Training - Safety, training, education, dues & registrations		36,032
Advertising - Job postings, RFP bids		3,950
Office Supplies - General office supplies		7,000
Postage & Mailing Services - Delivery of water samples, correspondence		6,200
Utilities - Cell phones, landlines, data, website, satellite phone, natural gas		57,800
Total Other Operating Costs Category		<u>2,017,608</u>

Budget Fixed & Variable Costs Analysis

The BDD's annual operating budget consists of fixed, variable and project-wide costs. These costs are allocated by percentages contained in the Facility Operations and Procedures Agreement (FOPA). This budget request was prepared with the following approved cost sharing principles.

Cost Sharing					(TABLE D)
<u>Fixed</u>	<u>City of Santa Fe</u>	<u>Santa Fe County</u>	<u>Las Campanas (Club)</u>	<u>Las Campanas (Coop)</u>	<u>Total</u>
Shared Facilities	62.09%	25.61%	5.37%	6.93%	100.00%
Separate Facilities	75.33%	24.67%	0.00%	0.00%	100.00%
<u>Project Wide</u>					
Projected Volumetric Flow	70.44%	24.22%	5.34%	0.00%	100.00%
<u>Variable</u>					
Projected Volumetric Flow	70.44%	24.22%	5.34%	0.00%	100.00%

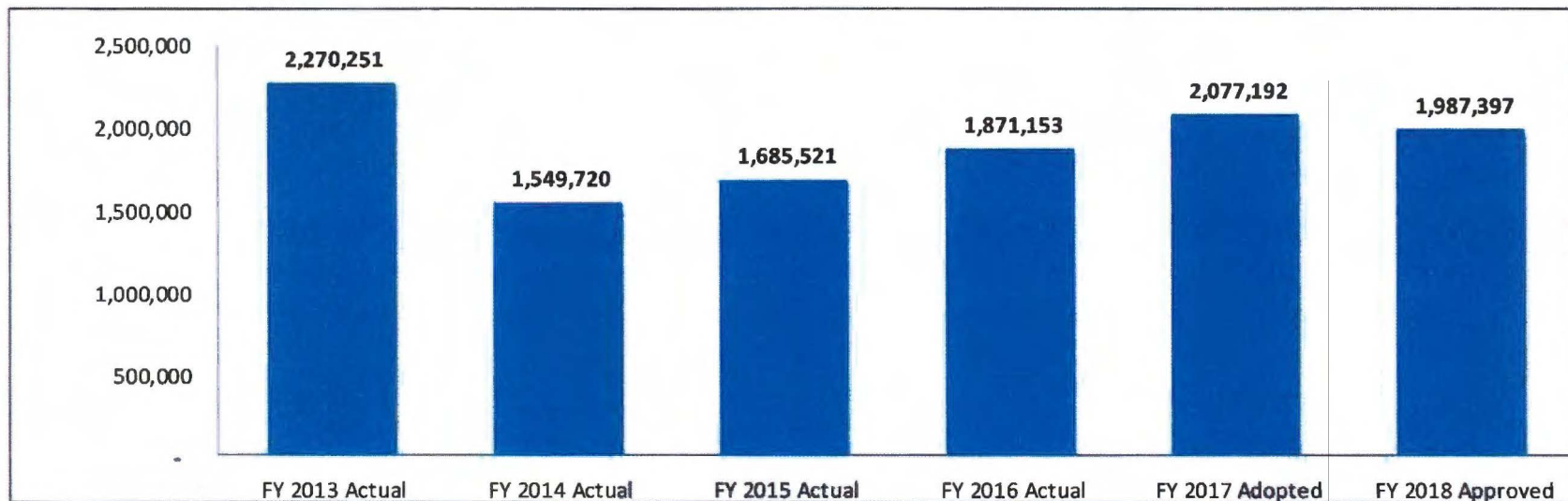
Annual volumetric flow predictions provided by the partners are used as the basis for project wide costs and variable costs that are primarily related to chemicals, electricity, and solids management.

Volumetric Flow History and FY 2018 Predictions						(TABLE E)
<u>Volumetric Flow</u>	<u>City of Santa Fe</u>	<u>Santa Fe County</u>	<u>LC (Raw Water) via County</u>	<u>Las Campanas (Raw Water)</u>	<u>Total Diverted</u>	
<u>(acft)</u>						
FY 2012	4,787.09	472.08	123.89	181.11	5,564.17	
FY 2013	5,931.78	448.00	504.66	85.23	6,969.67	
FY 2014	3,295.24	890.13	25.49	546.78	4,757.64	
FY 2015	3,565.50	1,051.72	418.32	139.01	5,174.55	
FY 2016	4,127.74	1,077.23	374.33	165.14	5,744.44	
<i>FY 2017</i>	<i>4,582.90</i>	<i>1,168.44</i>	<i>300.00</i>	<i>325.64</i>	<i>6,376.98</i>	
<i>FY 2018</i>	<i>4,298.00</i>	<i>1,177.68</i>	<i>300.00</i>	<i>325.63</i>	<i>6,101.31</i>	
<i>FY 2018 %</i>	<i>70.44%</i>	<i>19.30%</i>	<i>4.92%</i>	<i>5.34%</i>	<i>100%</i>	
% Percentage is used in calculation of partner share of variable costs & project wide						

BDD has completed a budget analysis for Fiscal Year 2018, which includes volumetric predictions of 1,987,397 gallons. This is an estimated 4% decrease in water delivery via BDD over Fiscal Year 2017 predicted water call. The BDD will work with the partners to adaptively manage BDD water deliveries to meet changes to Partner orders for BDD water deliveries.

Total gallons delivered in 1,000's
(Includes raw water)

(TABLE F)



BDD's budget development utilizes several complex cost accounting models to determine solids management, electricity, and chemical costs, which make-up 17% of the total Fiscal Year 2018 approved budget. Variable costs are associated with the amount of water delivered and are closely related to raw water quality. Raw water carrying elevated levels of solids require increased chemical dosing, create increased maintenance activities, and result in greater solids management costs. Electricity costs are directly influenced by varying on-peak and off-peak rates.

Cost Analysis

(TABLE G)

BUCKMAN DIRECT DIVERSION REGIONAL WATER PLANT

	FY 2017 Adopted Budget	FY 2018 Proposed Budget	City of Santa Fe	Santa Fe County	Las Campanas Club	Total
Expenditures						
Chemical Expenditures	\$ 250,000	\$ 280,000	\$ 208,376	\$ 71,624	\$ -	\$ 280,000
Solids Expenditures	117,400	117,400	87,369	30,031	-	117,400
Electric Expenditures*	1,168,000	1,153,775	854,165	242,724	56,886	1,153,775
All Other Expenditures*	6,422,403	6,441,474	4,608,199	1,590,919	242,356	6,441,474
Total Operating Expenditures	\$ 7,957,803	\$ 7,992,649	\$5,758,109	\$ 1,935,298	\$ 299,242	\$7,992,649
Operational Costs						
Total gallons raw water in 1,000's	203,792	203,788	-	97,720	106,068	203,788
Total Cost per 1,000 gallons	\$ 3.71	\$ 2.39	\$ -	\$ 1.92	\$ 2.82	
Electric Cost per 1,000 gallons	\$ 0.56	\$ 0.51	\$ -	\$ 0.51	\$ 0.51	
Total gallons finished water in 1,000's	1,873,401	1,783,609	1,400,000	383,609	-	1,783,609
Total Cost per 1,000 gallons	\$ 3.23	\$ 4.48	\$ 4.11	\$ 4.43	\$ -	
Electric Cost per 1,000 gallons	\$ 0.56	\$ 0.64	\$ 0.66	\$ 0.56	\$ -	
Solids Cost per 1,000 gallons	\$ 0.06	\$ 0.07	\$ 0.06	\$ 0.08		
Chemical Cost per 1,000 gallons	\$ 0.13	\$ 0.16	\$ 0.15	\$ 0.19	\$ -	
Monthly Average Costs	\$ 663,153	\$ 666,054	\$ 479,842	\$ 161,275	\$ 24,937	\$ 666,054
*Excludes Federal Funds, PNM Solar Rebates and LC-Coop						

Programs

As the focal point for key resource decisions, the budget process is a powerful tool. The *National Advisory Council for State and Local Budgeting* (NACSLB) was created in 1997 to provide assistance to governments to improve their budgeting processes. In fulfilling that role, the NACSLB set forth a voluntary framework that provides budgeting guidance for state and local governments. The NACSLB established “Best Budgeting Practices” (BBP) which link budget decisions to desired outcomes consistent with organizational goals. This budget incorporates many BBP’s set forth by NACSLB.

While local governments struggle with declining revenues, *Outcome-based* budgeting has become an increasingly important national budgeting standard. This type of advanced budgeting links resources to key business strategies and performance indicators. This “performance-based” approach connects key financial decisions to interdependent concepts of strategy, planning, business execution and measurement. Hence, this budget document contains more than a tabulation of financial figures. Rather than narrowly focusing on expenditures, we’ve established a structure for measuring the “value” citizens receive for their dollars by quantifying organizational achievement. In other words, the heart of this budget centers on determining how well the BDD executes its core business functions. We’ve shifted the focus from “paying for costs” to “buying results”. In addition, this budget simultaneously unifies our financial planning efforts with the *High Performance Organization* (HPO) principles which have become thriving core values of the BDD’s working culture.

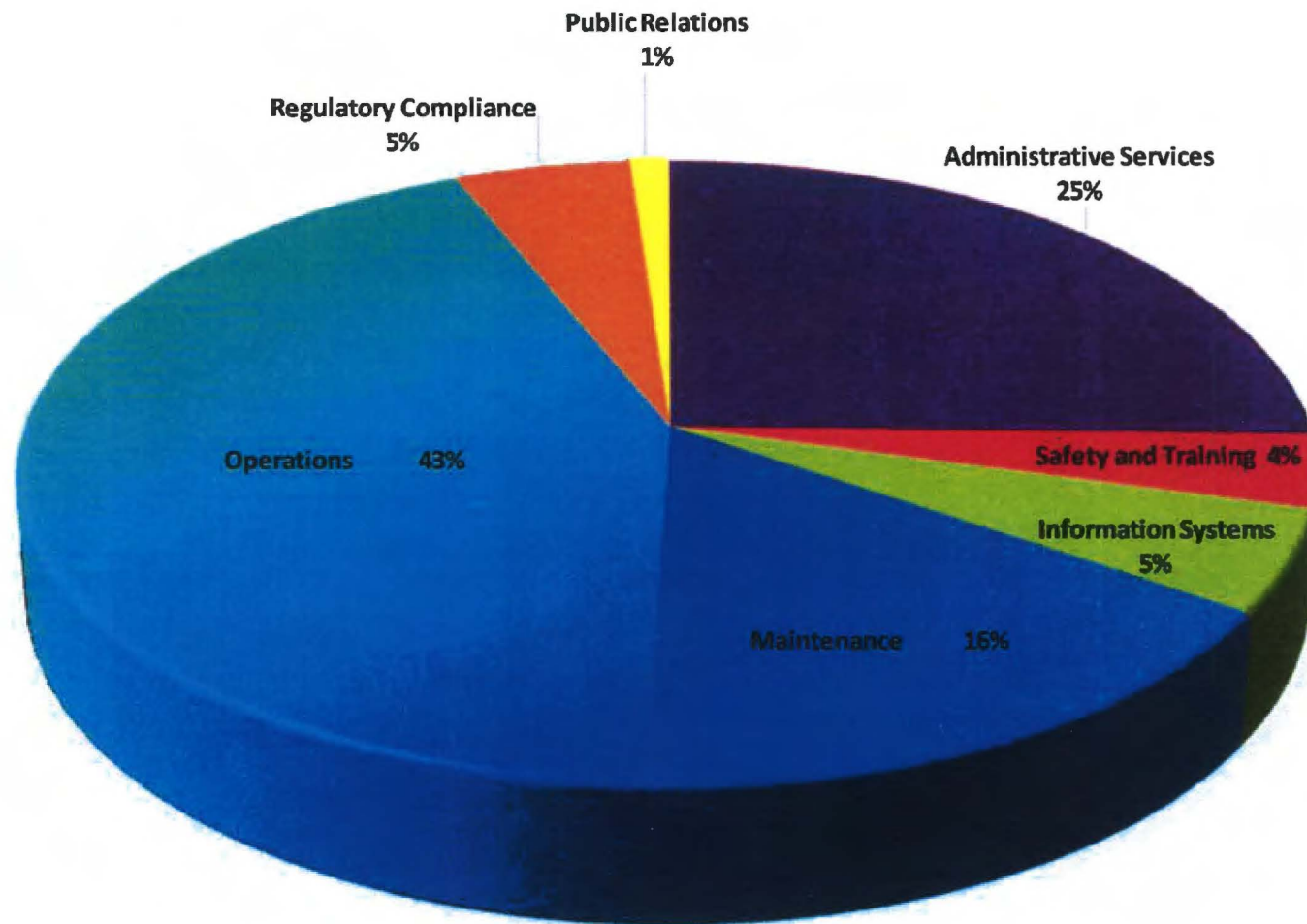
The BDD is divided into seven (7) key programs with explicit business functions as shown in Figure 1. Each Program was developed to support specific goals and objectives. These business activities encompass all functions necessary to operate the regional water treatment plant, maintain full regulatory compliance, execute Fiscal Agent responsibilities, and optimize infrastructure investments through comprehensive asset management.

FIGURE 1

Key Program	Business Function
1. Operations	Produce high quality drinking water
2. Regulatory Compliance	Provide full compliance with State and Federal water quality standards
3. Maintenance	Provide cost-effective maintenance services to BDD Operations and optimize infrastructure life-cycle costs
4. Safety and Training	Provides full compliance with State and Federal Health and Safety Regulations
5. Administrative Services	Provides general oversight and management support. Provides accounting, budgeting, procurement and payroll services as well as records management.
6. Information Systems	Provides automation security and communications services
7. Public Relations	Provides public outreach and awareness

Key Programs and Cost Allocation Percentages

(TABLE H)



The expenditure budgets for these seven key programs are presented below. Total program funding includes all employee wages and benefits for full time equivalents employees, and associated overhead expenses. These key programs incorporate all business expenses necessary to execute core business functions, and allow the reader to understand how limited resources are allocated within the project.

(TABLE D)

BUCKMAN DIRECT DIVERSION REGIONAL WATER PLANT

	FY 2016					
	FY 2016	FY 2016	Variance to Actual	FY 2017	FY 2018	\$ Change
	Adopted	Actuals	\$ (Under) or	Adopted	Approved	FY 2018 vs
	Budget	06/30/2016	Over Budget	Budget	Budget	FY 2017
Expenditures by Program:						
1. Operations (16 FTE)	\$ 3,529,473	\$ 3,149,316	\$ (380,157)	\$ 3,452,340	\$ 3,454,635	\$ 2,295
2. Regulatory Compliance (2 FTE)	419,373	415,422	(3,951)	401,659	422,948	21,289
3. Asset Management & Maintenance (9 FTE)	1,171,590	973,474	(198,116)	1,118,707	1,272,147	153,440
4. Safety and Training (1 FTE)	325,497	316,997	(8,500)	312,571	307,167	(5,404)
5. Administrative Services (4 FTE)	1,920,987	1,015,200	(905,787)	2,106,771	2,022,908	(83,863)
6. Information Systems (2 FTE)	369,629	338,135	(31,494)	393,299	401,059	7,760
7. Public Relations (1 FTE)	99,451	85,638	(13,813)	102,924	88,140	(14,784)
Total Expenditures by Program (35 FTE)	7,836,000	6,294,182	(1,541,818)	7,888,271	7,969,004	80,733
Fiscal Agent Fee	67,400	67,400	-	78,883	315,532	236,649
Total	\$ 7,903,400	\$ 6,361,582	\$ (1,541,818)	\$ 7,967,154	\$ 8,284,536	\$ 317,382

Emergency Reserve Fund (ERF)

The Project Management and Fiscal Services Agreement, Article 3. (E.) requires the BDD Board create an Emergency Reserve Fund, and establish procedures for its management. The Emergency Reserve Fund provides immediate reserves for unforeseen or catastrophic infrastructure failures that render facilities unable to deliver water at the needed capacity. The Project Manager, in consultation with the partners, must submit to the BDD Board an analysis of the funds required for an emergency reserve and suggest procedures for creation of and management of the Emergency Reserve Fund.

The BDD Board approved the Emergency Reserve Fund policy and funding contributions as part of the Fiscal Year 2012 budget request. This policy established target balances, replenishment requirements and funding allocations.

In accordance with the policy, funds were utilized to address immediate concerns surrounding the facilities diversion structure and these funds were replenished by our partners in 2016.

Emergency Reserve Fund Balance

(TABLE J)

Emergency Fund	City of Santa Fe	Santa Fe County	Las Campanas Club	Las Campanas Coop	Balance
Fund Balance as of June 30, 2016	1,314,879	469,155	129,145	99,647	2,012,826

As of June 30, 2016 the Emergency Reserve Fund was fully funded to its targeted balance of \$2,000,000. As per the BDD Working Capital and Billing Policy, these funds are interest bearing and are allocated to the partners based on the percentage of cash held in their respective accounts at the end of each fiscal year.

Major Repair and Replacement Fund (RRF)

The BDD Board also previously approved the Major Repair and Replacement Fund as part of the Fiscal Year 2012 Budget. Per the Major Repair and Replacement Fund policy these funds are to receive yearly contributions held in trust to support major repair and replacement costs of facility equipment and systems.

In 2016, the BDD Board authorized expenditures of \$1,117,785, to purchase eight new raw water pumps and an on-call engineering service contract, these expenditures will reduce the available balance in this fund. The Major Repair and Replacement fund will continue to receive yearly contributions in accordance with the policy.

Major Repair and Replacement Fund Balance

(TABLE K)

Major Repair & Replacement	City of Santa Fe	Santa Fe County	Las Campanas Club	Las Campanas Coop	Balance
Contributions as of June 30, 2017	1,418,269	493,730	38,828	38,020	1,988,847
Authorized Expenditures	(794,633)	(279,111)	(19,226)	(24,815)	(1,117,785)
Projected Fund Balance	623,636	214,619	19,602	13,205	871,062

Last year the BDD purchased an asset management program, which will be used to identify all assets, estimated life cycle, preventive maintenance and cost replacement analysis. The preliminary data revealed the fund is insufficiently funded based on the current policy contributions. Therefore, our partners have approved an initial increase of \$214,895 to our policy contribution for a total request of \$626,706. Upon further analysis of the asset management program, a formal amendment to the policy will be drafted.

Major Repair and Replacement Fund Fiscal Year 2018 Contributions

(TABLE L)

Major Repair & Replacement	City of Santa Fe	Santa Fe County	Las Campanas Club	Las Campanas Coop	Balance
2018 Approved Contributions	445,545	156,494	10,769	13,898	626,706

With the approval of this contribution and no additional expenditures, the fund balance would be \$1,497,768 for 2018.

Budget Summary

With this submittal, the Project Manager requests the Buckman Direct Diversion Board adopt the approved funding for our Fiscal Year 2018 Operating Budget of \$8,284,536 plus the annual contribution of \$626,706 for the Major Repair and Replacement Fund for a total request of \$8,911,242. We appreciate all the input and support from our partners and our Buckman Direct Diversion Board Members.

Fiscal Year 2018 Funding Allocation

(TABLE O)

Funds	City of Santa Fe	Santa Fe County	Las Campanas (Club)	Las Campanas (Coop)	Total
Operating Fund	\$ 5,758,109	\$ 1,935,298	\$ 299,242	\$ 53,127	\$ 8,045,776
			PNM Solar Rebate Revenue		142,760
			Unrestricted Funds		-
			Federal Funds		96,000
					\$ 8,284,536
Major Repair & Replacement Fund	445,545	156,494	10,769	13,898	626,706
Total Fiscal Year 2018 Request	\$ 6,203,654	\$ 2,091,792	\$ 310,011	\$ 67,025	\$ 8,911,242



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: 06/21/2017
To: Buckman Direct Diversion Board
Via: Charles Vokes, BDD Facility Manager
From: Michael Dozier, BDD Operations Superintendent MD

Item

Request approval to award RFB '17/36/B "BDD Water Treatment Plant Chemicals" to various vendors for fiscal year 2017/2018 for an estimated amount of \$280,000.

Background

The BDD uses various chemicals to treat surface water in compliance with State and Federal Drinking Water Standards. On May 5, 2017 staff issued a request for bid for several water treatment plant chemicals. And on June 12, 2017 we received various bids from vendors, which have been awarded based on the evaluation process listed below. The estimated purchase price of all chemicals will be \$280,000 for fiscal year 2017/2018.

Evaluation Process

Operations staff evaluated the bids based on required performance of the chemical, fulfillment of the chemical specifications, and price.

<u>Supplier</u>	<u>Chemical</u>	<u>Estimated Total Amount</u>
Kemira	Ferric Chloride	\$100,000.00
DPC	Sodium Hydroxide 25%	\$40,000.00
DPC	Sodium Hydroxide 50%	\$40,000.00
Polydyne	Polymer	\$19,000.00
Sterling	Zinc Orthophosphate	\$10,000.00
DPC	Sulfuric Acid	\$4,000.00
BHS	Hydrofluorosilicic Acid	\$8,000.00
DPC	Sodium Hypochlorite	\$52,000.00
Chemrite	Calcium Thiosulfate	\$7,000.00



Recommended Action

BDD Staff recommends award and approval to purchase water treatment plant chemicals from the vendors listed above for an estimated budgeted amount of \$280,000.

Funding Source	Business Unit/Line Item	Amount
FY 2017/2018 Operating	7280000.510810.650210	\$280,000

BDD Board Approval Date: July 6, 2017

Commissioner Henry P. Roybal,
BDD Board Chairman

CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor Name: Multiple See Tab Sheet

Procurement Title: BDD Water Treatment Chemical

Solicitation RFB#: 17/36/P

Department Requesting/Staff Member: BDD / Michael Dozier

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Michael Dozier Operations Superintendent
Department Rep Printed Name and Title

[Signature] Operations Superintendent
Department Rep Signature attesting that all information included

[Signature] for
Purchasing Officer attesting that all information is reviewed

06/28/17

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.
<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 type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all RFQ submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all bid submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Tab

*

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reference Reviews/Reference Check Questionnaires
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Individual evaluations included for each RFP.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pricing evaluation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final overall evaluation matrix or summary of evaluator scores
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

AWARD*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fully executed Memo to Committees from the Department with recommendation of award
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Winning bid (this is a copy that has all confidential/proprietary information excluded)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contract Award Notice
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Email or notification sent to all Bidders/Offerors that award was made
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Waiver or "No Action Taken" from Procurement Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

DISCLOSURES*

YES N/A

Contractor Disclosures & Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
Contractor –Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest Form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Procurement Office regarding the potential conflict
Subcontractor Disclosures		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disclosures & Conflicts of Interest form of Subcontractor(s)
Subcontractor –Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officer Letter or email to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Legal Office regarding the potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

CONTRACT*

YES N/A

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of Executed Contract
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of all documentation presented to the Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Finalized Council Committee Minutes
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

MISCELLANEOUS FILE*

YES N/A

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local Preference Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	New Mexico Residence Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Veterans Exemption

*

☐ ☒ Other: _____

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

PROTEST (If applicable)*

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 type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

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

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Original bid(s) with no redactions

Michael Dozier Operations Superintendent
Department Rep Printed Name and Title

[Signature]
Department Rep Signature attesting that all information included

**CITY OF SANTA FE
PURCHASING OFFICE
BID TABULATION SHEET**

BDD Water Treatment Chemicals

DATE: 06/12/17 BID: # '17/36/B Prepared By: Shirley Rodriguez	Kemira, KS	California Water Technologies, MI	DPC Industries Inc., Albuquerque	Polydyne Inc., GA	Solenis, DE	Sterling Water Technologies, PA	Carus, IL	Shannon Chemical, PA	Chemrite Inc., CA	BHS Marketing. WA
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
Item 1: Ferric Chloride										
Price per LB.	\$0.145	\$0.146	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Total Bid Amount	\$116,000.00	\$116,800.00								
Item 2: Sodium Hydroxide	No Bid	No Bid								
Price per LB. 350,000			\$0.14	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Total Bid Amount			\$49,000.00							
Price per LB. 250,000			\$0.19							
Total Bid Amount			\$47,500.00							
Item 3: Polymer										
Price per LB.	No Bid	No Bid	No Bid	\$0.72	\$0.87	\$1.0938	No Bid	No Bid	No Bid	No Bid
Total Bid Amount				\$18,000.00	\$21,750.00	\$27,345.00				
Item 4: Zinc Orthophosphate										
Price per LB.	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.354	\$0.409	\$0.442	\$0.472	No Bid
Total Bid Amount						\$10,620.00	\$12,270.00	\$13,260.00	\$14,160.00	
Item 5: Calcium Thiosulfate										
Price per LB.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.320	No Bid
Total Bid Amount									\$6,400.00	
Item 6: Sulfuric Acid										
Price per LB.	No Bid	No Bid	\$0.26	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Total Bid Amount			\$3,900.00							
Item 7: Liquid Oxygen										
Price per LB.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Total Bid Amount										
Item 8: Hydrofluorosilicic Acid										
Price per LB.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.295
Total Bid Amount										\$7,375.00
Item 9: Sodium Hypochlorite										
Price per LB.	No Bid	No Bid	\$1.17	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Total Bid Amount			\$58,500.00							
Addendum 1										
Local Preference	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Resident Preference	N/A	N/A	X	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Resident Veterans Preference	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Bids shall include all costs of delivery to:

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

Date of delivery after notice to proceed: 3 Business Days

Item 1: Ferric Chloride Price per LB (Estimated 800,000 LBS): \$0.146 / LB (Liquid LB)

Total Bid Amount for 800,000 LBS: \$ 116,800.00

Item 2: Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): No bid

Total Bid Amount for 250,000 LBS: \$ No bid

Item 2: Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): No bid

Total Bid Amount for 250,000 LBS: \$ No bid

Item 3: Polymer Price Per LB (Estimated 25,000 LBS): No bid

Total Bid Amount for 25,000 LBS: \$ No bid

Item 4: Zinc Orthophosphate (ZOP) Price per LB (30,000 LBS): No bid

Total Bid Amount for 30,000 LBS: \$ No bid

Item 5: Calcium Thiosulfate Price per LB (Estimated 20,000 LBS): No bid

Total Bid Amount of 20,000 LBS: \$ No bid

Item 6: Sulfuric Acid Price per LB (Estimated 15,000 LBS): No bid

Total Bid Amount of 15,000 LBS: \$ No bid

Item 7: Liquid Oxygen (LOX) Price per cu,ft (Estimated 10,000,000 cu,ft): No bid

Total Bid Amount of 10,000,000 cu,ft: \$ No bid

Item 8: Hydrofluorosilicic Acid Price per LB (Estimated 25,000 LBS): No bid

Total Bid Amount of 25,000 LBS: \$ No bid

Item 9: Sodium Hypochlorite Price per gal (Estimated 50,000 Gallons): No bid

Total Bid Amount of 50,000 Gallons: \$ No bid

**JUNE 9, 2017
NOTE TO BIDDER'S
ADDENDA #1 to BID # '17/36/B**

Please be advised of the following clarification in this packet:

1. Page 12 estimated use per year is (50% and 25% combined) 600,000 lbs.
2. Page 23:

Item 2: a. Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): No bid

b. Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): \$ No bid

All other pertinent information to remain the same.


RECEIPT ACKNOWLEDGE BY PROPONENT

James DeVleeschouwer/Assistant Secretary of its member, PVS Technologies, Inc.

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of compliance with any terms and conditions stated in the addenda.

BIDDER'S:

California Water Technologies, LLC

Firm

8851 Dice Road, Santa Fe Springs, CA 90670

Address

Authorized Signature

Craig Mikkelsen

Print Name

Vice President of Sales & Marketing of its member, PVS Technologies, Inc.

Position

866-337-7429 / 313-571-1100

Phone Number

562-698-6165

Fax Number

June 5th, 2017

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): N/A

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Bids shall include all costs of delivery to:

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

Date of delivery after notice to proceed: 3-6 days

Item 1: Ferric Chloride Price per LB (Estimated 800,000 LBS): NO BID

Total Bid Amount for 800,000 LBS: \$

Item 2: Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): NO BID

Total Bid Amount for 250,000 LBS: \$

Item 2: Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): NO BID

Total Bid Amount for 250,000 LBS: \$

Item 3: Polymer Price Per LB (Estimated 25,000 LBS): NO BID

Total Bid Amount for 25,000 LBS: \$

Item 4: Zinc Orthophosphate (ZOP) Price per LB (30,000 LBS): 0.472

Total Bid Amount for 30,000 LBS: \$ 14,160.00

Item 5: Calcium Thiosulfate Price per LB (Estimated 20,000 LBS): 0.320

Total Bid Amount of 20,000 LBS: \$ 6,400.00

Item 6: Sulfuric Acid Price per LB (Estimated 15,000 LBS): NO BID

Total Bid Amount of 15,000 LBS: \$

Item 7: Liquid Oxygen (LOX) Price per cu,ft (Estimated 10,000,000 cu,ft): NO BID

Total Bid Amount of 10,000,000 cu,ft: \$

Item 8: Hydrofluorosilicic Acid Price per LB (Estimated 25,000 LBS): NO BID

Total Bid Amount of 25,000 LBS: \$

Item 9: Sodium Hypochlorite Price per gal (Estimated 50,000 Gallons): NO BID

Total Bid Amount of 50,000 Gallons: \$

**JUNE 9, 2017
NOTE TO BIDDER'S
ADDENDA #1 to BID # '17/36/B**

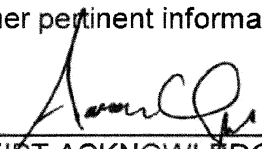
Please be advised of the following clarification in this packet:

1. Page 12 estimated use per year is (50% and 25% combined) 600,000 lbs.
2. Page 23:

Item 2: a. Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): _____

b. Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): \$ _____

All other pertinent information to remain the same.



RECEIPT ACKNOWLEDGE BY PROPONENT

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of compliance with any terms and conditions stated in the addenda.

BIDDER'S:

Chemrite, Inc.

Firm

5202 Belle Wood Court, STE 104

Buford, GA 30518

Address

Authorized Signature

Aaron Opp

Print Name

Vice President

Position

770-271-5576

Phone Number

770-271-4068

Fax Number

6/9/2017

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): N/A

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Bids shall include all costs of delivery to:

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

Date of delivery after notice to proceed: 7-14 Days A.R.O.

Item 1: Ferric Chloride Price per LB (Estimated 800,000 LBS): No Bid

Total Bid Amount for 800,000 LBS: \$ No Bid

Item 2: Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): No Bid

Total Bid Amount for 250,000 LBS: \$ No Bid

Item 2: Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): No Bid

Total Bid Amount for 250,000 LBS: \$ No Bid

Item 3: Polymer Price Per LB (Estimated 25,000 LBS): \$0.72/Lb. - Clarifloc A-210P

Total Bid Amount for 25,000 LBS: \$ 18,000.00

Item 4: Zinc Orthophosphate (ZOP) Price per LB (30,000 LBS): No Bid

Total Bid Amount for 30,000 LBS: \$ No Bid

Item 5: Calcium Thiosulfate Price per LB (Estimated 20,000 LBS): No Bid

Total Bid Amount of 20,000 LBS: \$ No Bid

Item 6: Sulfuric Acid Price per LB (Estimated 15,000 LBS): No Bid

Total Bid Amount of 15,000 LBS: \$ No Bid

Item 7: Liquid Oxygen (LOX) Price per cu,ft (Estimated 10,000,000 cu,ft): No Bid

Total Bid Amount of 10,000,000 cu,ft: \$ No Bid

Item 8: Hydrofluorosilicic Acid Price per LB (Estimated 25,000 LBS): No Bid

Total Bid Amount of 25,000 LBS: \$ No Bid

Item 9: Sodium Hypochlorite Price per gal (Estimated 50,000 Gallons): No Bid

Total Bid Amount of 50,000 Gallons: \$ No Bid

**JUNE 9, 2017
NOTE TO BIDDER'S
ADDENDA #1 to BID # '17/36/B**

Please be advised of the following clarification in this packet:

1. Page 12 estimated use per year is (50% and 25% combined) 600,000 lbs.
2. Page 23:

Item 2: a. Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): No Bid

b. Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): \$ No Bid

All other pertinent information to remain the same.



RECEIPT ACKNOWLEDGE BY PROPONENT

Mark Schlag, Vice-President

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of compliance with any terms and conditions stated in the addenda.

BIDDER'S:

Polydyne Inc.

Firm

1 Chemical Plant Road, Riceboro, GA 31323

Address

Authorized Signature

Mark Schlag

Print Name

Vice-President

Position

912-880-2035

Phone Number

912-880-2078

Fax Number

06/07/2017

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): N/A

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Bids shall include all costs of delivery to:

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

Date of delivery after notice to proceed: Three (3) - Four (4) Days.

Item 1: Ferric Chloride Price per LB (Estimated 800,000 LBS): N/B

Total Bid Amount for 800,000 LBS: \$

Item 2: Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): \$0.141b.

^{350,000 lbs}
Total Bid Amount for ~~250,000~~ LBS: \$ 49,000.00

Item 2: Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): \$0.191b.

Total Bid Amount for 250,000 LBS: \$ 47,500.00

Item 3: Polymer Price Per LB (Estimated 25,000 LBS): N/B

Total Bid Amount for 25,000 LBS: \$

Item 4: Zinc Orthophosphate (ZOP) Price per LB (30,000 LBS): N/B

Total Bid Amount for 30,000 LBS: \$

Item 5: Calcium Thiosulfate Price per LB (Estimated 20,000 LBS): N/B

Total Bid Amount of 20,000 LBS: \$

Item 6: Sulfuric Acid Price per LB (Estimated 15,000 LBS): \$0.261b.

Total Bid Amount of 15,000 LBS: \$ 3,900.00

Item 7: Liquid Oxygen (LOX) Price per cu,ft (Estimated 10,000,000 cu,ft): N/B

Total Bid Amount of 10,000,000 cu,ft: \$

Item 8: Hydrofluorosilicic Acid Price per LB (Estimated 25,000 LBS): N/B

Total Bid Amount of 25,000 LBS: \$

Item 9: Sodium Hypochlorite Price per gal (Estimated 50,000 Gallons): \$1.17Gal.

Total Bid Amount of 50,000 Gallons: \$ 58,500.00

**JUNE 9, 2017
NOTE TO BIDDER'S
ADDENDA #1 to BID # '17/36/B**

Please be advised of the following clarification in this packet:

1. Page 12 estimated use per year is (50% and 25% combined) 600,000 lbs.
2. Page 23:

Item 2: a. Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): \$0.141b. /\$49,000.00

b. Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): \$ 0.191b. /\$47,500.00

All other pertinent information to remain the same.



RECEIPT ACKNOWLEDGE BY PROPONENT

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of compliance with any terms and conditions stated in the addenda.

BIDDER'S:

DPC INDUSTRIES, INC.

Firm

P.O. BOX 9155AMF, ALBUQUERQUE, NM 87119-9155 (3501 Second St. SW ABO 87105)

Address



Authorized Signature

Alan Moss

Print Name

Sales Manager

Position

800-445-0533 (505-877-3883)

Phone Number

505-877-1433

Fax Number

6/12/2017

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): L1022070736

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Bids shall include all costs of delivery to:

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

Date of delivery after notice to proceed: 1 week ARO

Item 1: Ferric Chloride Price per LB (Estimated 800,000 LBS): No Bid

Total Bid Amount for 800,000 LBS: \$

Item 2: Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): No Bid

Total Bid Amount for 250,000 LBS: \$

Item 2: Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): No Bid

Total Bid Amount for 250,000 LBS: \$

Item 3: Polymer Price Per LB (Estimated 25,000 LBS): \$1.0938 / lb.

Total Bid Amount for 25,000 LBS: \$ 27,345.00 Bidding Magnafloc E38

Item 4: Zinc Orthophosphate (ZOP) Price per LB (30,000 LBS): \$0.354 / lb.

Total Bid Amount for 30,000 LBS: \$ 10,620.00 Bidding CP 330S, minimum 30,000 lbs. / delivery

Item 5: Calcium Thiosulfate Price per LB (Estimated 20,000 LBS): No Bid

Total Bid Amount of 20,000 LBS: \$

Item 6: Sulfuric Acid Price per LB (Estimated 15,000 LBS): No Bid

Total Bid Amount of 15,000 LBS: \$

Item 7: Liquid Oxygen (LOX) Price per cu.ft (Estimated 10,000,000 cu.ft): No Bid

Total Bid Amount of 10,000,000 cu.ft: \$

Item 8: Hydrofluorosilicic Acid Price per LB (Estimated 25,000 LBS): No Bid

Total Bid Amount of 25,000 LBS: \$

Item 9: Sodium Hypochlorite Price per gal (Estimated 50,000 Gallons): No Bid

Total Bid Amount of 50,000 Gallons: \$

All contract extensions are by mutual agreement of both parties.

**JUNE 9, 2017
NOTE TO BIDDER'S
ADDENDA #1 to BID # '17/36/B**

Please be advised of the following clarification in this packet:

1. Page 12 estimated use per year is (50% and 25% combined) 600,000 lbs.
2. Page 23:

Item 2: a. Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): _____

b. Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): \$ _____

All other pertinent information to remain the same.



RECEIPT ACKNOWLEDGE BY PROPONENT

Ruth H. Campos, Assistant Treasurer

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of compliance with any terms and conditions stated in the addenda.

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334

BIDDER'S:

Sterling Water Technologies, LLC

Firm

P.O. Box 602, Columbia, TN 38402-0602

Address

Authorized Signature

Donald C. Helwig

Print Name

Vice President / CFO

Position

(931)540-1334

Phone Number

(931)540-1338

Fax Number

6/7/2017

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): N/A

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Bids shall include all costs of delivery to:

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

Date of delivery after notice to proceed: 5 - 7 Days ARO

Item 1: Ferric Chloride Price per LB (Estimated 800,000 LBS): NO BID

Total Bid Amount for 800,000 LBS: \$ NO BID

Item 2: Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): NO BID

Total Bid Amount for 250,000 LBS: \$ NO BID

Item 2: Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): NO BID

Total Bid Amount for 250,000 LBS: \$ NO BID

Item 3: Polymer Price Per LB (Estimated 25,000 LBS): NO BID

Total Bid Amount for 25,000 LBS: \$ NO BID

Item 4: Zinc Orthophosphate (ZOP) Price per LB (30,000 LBS): \$0.409/LB

Total Bid Amount for 30,000 LBS: \$ 12,270.00

Item 5: Calcium Thiosulfate Price per LB (Estimated 20,000 LBS): NO BID

Total Bid Amount of 20,000 LBS: \$ NO BID

Item 6: Sulfuric Acid Price per LB (Estimated 15,000 LBS): NO BID

Total Bid Amount of 15,000 LBS: \$ NO BID

Item 7: Liquid Oxygen (LOX) Price per cu,ft (Estimated 10,000,000 cu,ft): NO BID

Total Bid Amount of 10,000,000 cu,ft: \$ NO BID

Item 8: Hydrofluorosilicic Acid Price per LB (Estimated 25,000 LBS): NO BID

Total Bid Amount of 25,000 LBS: \$ NO BID

Item 9: Sodium Hypochlorite Price per gal (Estimated 50,000 Gallons): NO BID

Total Bid Amount of 50,000 Gallons: \$ NO BID

**JUNE 9, 2017
NOTE TO BIDDER'S
ADDENDA #1 to BID # '17/36/B**

Please be advised of the following clarification in this packet:

1. Page 12 estimated use per year is (50% and 25% combined) 600,000 lbs.
2. Page 23:

Item 2: a. Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): NO BID

b. Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): \$ NO BID

All other pertinent information to remain the same.



RECEIPT ACKNOWLEDGE BY PROPONENT Barbie Smith, Bid Channel Manager

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of compliance with any terms and conditions stated in the addenda.

BIDDER'S:

Carus Corporation

Firm

315 Fifth Street, Peru IL 61354

Address

Barbie Smith

Authorized Signature

Barbie Smith

Print Name

Bid Channel Manager

Position

800-435-6856

Phone Number

815-224-6697

Fax Number

June 8, 2017

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): N/A

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Bids shall include all costs of delivery to:

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

Date of delivery after notice to proceed: 2-3 calendar days

Item 1: Ferric Chloride Price per LB (Estimated 800,000 LBS): 0.145

Total Bid Amount for 800,000 LBS: \$ 116,000.00

Item 2: Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): NO BID

Total Bid Amount for 250,000 LBS: \$

Item 2: Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): NO BID

Total Bid Amount for 250,000 LBS: \$

Item 3: Polymer Price Per LB (Estimated 25,000 LBS): NO BID

Total Bid Amount for 25,000 LBS: \$

Item 4: Zinc Orthophosphate (ZOP) Price per LB (30,000 LBS): NO BID

Total Bid Amount for 30,000 LBS: \$

Item 5: Calcium Thiosulfate Price per LB (Estimated 20,000 LBS): NO BID

Total Bid Amount of 20,000 LBS: \$

Item 6: Sulfuric Acid Price per LB (Estimated 15,000 LBS): NO BID

Total Bid Amount of 15,000 LBS: \$

Item 7: Liquid Oxygen (LOX) Price per cu,ft (Estimated 10,000,000 cu,ft): NO BID

Total Bid Amount of 10,000,000 cu,ft: \$

Item 8: Hydrofluorosilicic Acid Price per LB (Estimated 25,000 LBS): NO BID

Total Bid Amount of 25,000 LBS: \$

Item 9: Sodium Hypochlorite Price per gal (Estimated 50,000 Gallons): NO BID

Total Bid Amount of 50,000 Gallons: \$

**JUNE 9, 2017
NOTE TO BIDDER'S
ADDENDA #1 to BID # '17/36/B**

Please be advised of the following clarification in this packet:

1. Page 12 estimated use per year is (50% and 25% combined) 600,000 lbs.
2. Page 23:

Item 2: a. Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): No Bid

b. Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): \$ No Bid

All other pertinent information to remain the same.


RECEIPT ACKNOWLEDGE BY PROPONENT

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of compliance with any terms and conditions stated in the addenda.

BIDDER'S:

Kemira Water Solutions, Inc.

Firm

4321 W. 6th St.
Lawrence, KS 66049

Address



Authorized Signature

Christina M. Imbrogno

Print Name

Customer Service Manager

Position

(800) 879-6353

(785) 842-2629

Phone Number

Fax Number

6/7/2017

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): N/A

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Bids shall include all costs of delivery to:

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

Date of delivery after notice to proceed: 7-10 Days

Item 1: Ferric Chloride Price per LB (Estimated 800,000 LBS): NO BID

Total Bid Amount for 800,000 LBS: \$ NO BID

Item 2: Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): NO BID

Total Bid Amount for 250,000 LBS: \$ NO BID

Item 2: Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): NO BID

Total Bid Amount for 250,000 LBS: \$ NO BID

Item 3: Polymer Price Per LB (Estimated 25,000 LBS): \$0.87

Total Bid Amount for 25,000 LBS: \$ 21,750.00

Item 4: Zinc Orthophosphate (ZOP) Price per LB (30,000 LBS): NO BID

Total Bid Amount for 30,000 LBS: \$ NO BID

Item 5: Calcium Thiosulfate Price per LB (Estimated 20,000 LBS): NO BID

Total Bid Amount of 20,000 LBS: \$ NO BID

Item 6: Sulfuric Acid Price per LB (Estimated 15,000 LBS): NO BID

Total Bid Amount of 15,000 LBS: \$ NO BID

Item 7: Liquid Oxygen (LOX) Price per cu,ft (Estimated 10,000,000 cu,ft): NO BID

Total Bid Amount of 10,000,000 cu,ft: \$ NO BID

Item 8: Hydrofluorosilicic Acid Price per LB (Estimated 25,000 LBS): NO BID

Total Bid Amount of 25,000 LBS: \$ NO BID

Item 9: Sodium Hypochlorite Price per gal (Estimated 50,000 Gallons): NO BID

Total Bid Amount of 50,000 Gallons: \$ NO BID

**JUNE 9, 2017
NOTE TO BIDDER'S
ADDENDA #1 to BID # '17/36/B**

Please be advised of the following clarification in this packet:

1. Page 12 estimated use per year is (50% and 25% combined) 600,000 lbs.
2. Page 23:

Item 2: a. Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): No Bid

b. Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): \$ No Bid

All other pertinent information to remain the same.

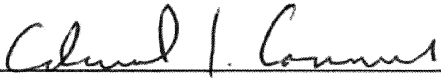
Suzanne Brown on behalf of SOLENIS LLC
RECEIPT ACKNOWLEDGE BY PROPONENT 3 BEAVER VALLEY ROAD
SUITE 500
WILMINGTON DE 19803

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of compliance with any terms and conditions stated in the addenda.

BIDDER'S:

Solenis LLC
Firm

3 Beaver Valley Road, Suite 500, Wilmington, DE 19803
Address


Authorized Signature

EDWARD J. CONNORS
Print Name

SENIOR VICE PRESIDENT
Position

302-502-0830
Phone Number

302-477-1437
Fax Number

June 8, 2017
DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): Not Applicable

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Bids shall include all costs of delivery to:

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

Date of delivery after notice to proceed: 5-7 days

Item 1: Ferric Chloride Price per LB (Estimated 800,000 LBS): NO BID

Total Bid Amount for 800,000 LBS: \$ NO BID

Item 2: Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): NO BID

Total Bid Amount for 250,000 LBS: \$ NO BID

Item 2: Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): NO BID

Total Bid Amount for 250,000 LBS: \$ NO BID

Item 3: Polymer Price Per LB (Estimated 25,000 LBS): NO BID

Total Bid Amount for 25,000 LBS: \$ NO BID

Item 4: Zinc Orthophosphate (ZOP) Price per LB (30,000 LBS): NO BID

Total Bid Amount for 30,000 LBS: \$ NO BID

Item 5: Calcium Thiosulfate Price per LB (Estimated 20,000 LBS): NO BID

Total Bid Amount of 20,000 LBS: \$ NO BID

Item 6: Sulfuric Acid Price per LB (Estimated 15,000 LBS): NO BID

Total Bid Amount of 15,000 LBS: \$ NO BID

Item 7: Liquid Oxygen (LOX) Price per cu,ft (Estimated 10,000,000 cu,ft): NO BID

Total Bid Amount of 10,000,000 cu,ft: \$ NO BID

Item 8: Hydrofluorosilicic Acid Price per LB (Estimated 25,000 LBS): \$0.295*

*23% Assay Adjusted per LB; Minimum order of 3,000 gallons

Total Bid Amount of 25,000 LBS: \$ 7,375.00

Item 9: Sodium Hypochlorite Price per gal (Estimated 50,000 Gallons): NO BID

Total Bid Amount of 50,000 Gallons: \$ NO BID

**JUNE 9, 2017
NOTE TO BIDDER'S
ADDENDA #1 to BID # '17/36/B**

Please be advised of the following clarification in this packet:

1. Page 12 estimated use per year is (50% and 25% combined) 600,000 lbs.
2. Page 23:

Item 2: a. Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): No Bid

b. Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): \$ No Bid

All other pertinent information to remain the same.



RECEIPT ACKNOWLEDGE BY PROPONENT

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of compliance with any terms and conditions stated in the addenda.

BIDDER'S:

BHS Marketing LLC d.b.a. BHS Specialty Chemicals
Firm

1717 E Fargo Ave., Nampa, ID 83687
Address


Authorized Signature

Laura Lanthier
Print Name

Manager, Municipal Bids & Contracts
Position

(208) 932-6615
Phone Number

(208) 466-8989
Fax Number

June 7, 2017
DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): N/A

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Bids shall include all costs of delivery to:

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

Date of delivery after notice to proceed: 7

Item 1: Ferric Chloride Price per LB (Estimated 800,000 LBS): No Bid

Total Bid Amount for 800,000 LBS: \$ No Bid

Item 2: Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): No Bid

Total Bid Amount for 250,000 LBS: \$ No Bid

Item 2: Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): No Bid

Total Bid Amount for 250,000 LBS: \$ No Bid

Item 3: Polymer Price Per LB (Estimated 25,000 LBS): No Bid

Total Bid Amount for 25,000 LBS: \$ No Bid

Item 4: Zinc Orthophosphate (ZOP) Price per LB (30,000 LBS): \$0.442/#

Total Bid Amount for 30,000 LBS: \$ 13,260.00

Item 5: Calcium Thiosulfate Price per LB (Estimated 20,000 LBS): No Bid

Total Bid Amount of 20,000 LBS: \$ No Bid

Item 6: Sulfuric Acid Price per LB (Estimated 15,000 LBS): No Bid

Total Bid Amount of 15,000 LBS: \$ No Bid

Item 7: Liquid Oxygen (LOX) Price per cu,ft (Estimated 10,000,000 cu,ft): No Bid

Total Bid Amount of 10,000,000 cu,ft: \$ No Bid

Item 8: Hydrofluorosilicic Acid Price per LB (Estimated 25,000 LBS): No Bid

Total Bid Amount of 25,000 LBS: \$ No Bid

Item 9: Sodium Hypochlorite Price per gal (Estimated 50,000 Gallons): No Bid

Total Bid Amount of 50,000 Gallons: \$ No Bid

**JUNE 9, 2017
NOTE TO BIDDER'S
ADDENDA #1 to BID # '17/36/B**

Please be advised of the following clarification in this packet:

1. Page 12 estimated use per year is (50% and 25% combined) 600,000 lbs.
2. Page 23:

Item 2: a. Sodium Hydroxide Price per LB 25% (Estimated 350,000 LBS): No Bid

b. Sodium Hydroxide Price per LB 50% (Estimated 250,000 LBS): \$ No Bid

All other pertinent information to remain the same.



RECEIPT ACKNOWLEDGE BY PROPONENT

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of compliance with any terms and conditions stated in the addenda.

BIDDER'S:

Shannon Chemical Corporation

Firm

P.O. Box 376, Malvern, PA 19355

Address

DC77-

Authorized Signature

Daniel C. Flynn

Print Name

V.P.-Operations

Position

610-363-9090

610-524-6050

Phone Number

Fax Number

05/31/17

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): n/a

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED