

Memorandum



Buckman Direct Diversion

Date: July 19, 2018
To: Buckman Direct Diversion Board
From: Michael Dozier, BDD Operations Superintendent MD
Subject: Update on BDD Operations for the Month of July 2018

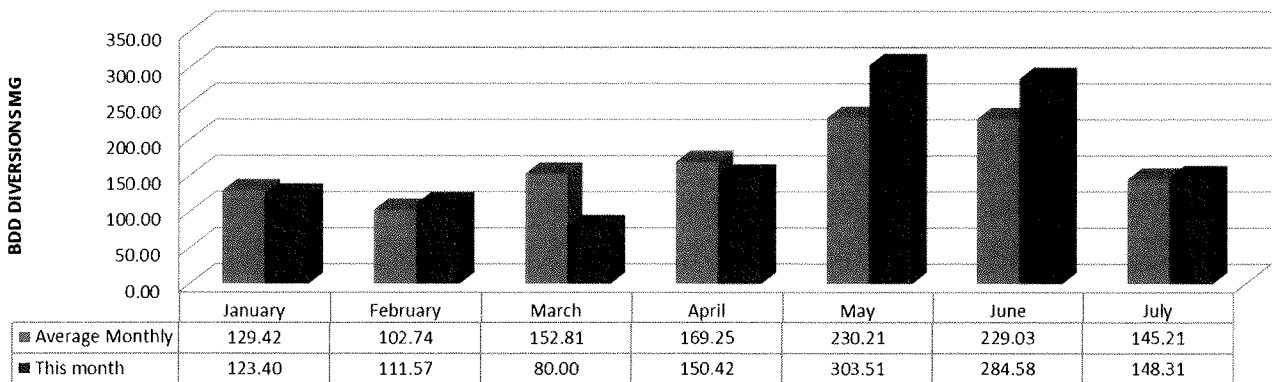
ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of July 2018. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
 - a. Raw water diversions: 8.72 MGD
 - b. Drinking water deliveries through Booster Station 4A/5A: 7.47 MGD
 - c. Raw water delivery to Las Campanas at BS2A: 1.04 MGD
 - d. Onsite treated and non-treated water storage: 0.22 MGD

2. The BDD is providing approximately 65% percent of the water supply to the City and County for the month.

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

Year-To-Date Comparison



4. Background Diversion tables:

Buckman Direct Diversion Monthly SJC and Native Diversions

Jul-18

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	391.362	85.737	0.000	305.624	305.624	0.000	12.745
FEB	354.287	78.300	0.000	275.987	275.987	0.000	14.764
MAR	363.780	267.512	0.000	96.268	96.268	0.000	4.036
APR	662.013	568.860	0.000	93.154	93.154	0.000	3.898
MAY	832.709	214.789	0.000	617.920	518.957	98.963	3.947
JUN	869.278	30.894	0.000	838.384	703.713	134.671	5.617
JUL	503.030	0.000	0.000	503.030	503.030	0.000	2.372
AUG	0.000	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	3,976.460	1,246.093	0.000	2,730.367	2,496.733	233.634	47.378

In Acre-Feet

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	85.737	0.000	292.879	292.879	0.000	378.617
FEB	78.300	0.000	261.223	261.223	0.000	339.523
MAR	267.512	0.000	92.231	92.231	0.000	359.744
APR	568.860	0.000	89.256	89.256	0.000	658.116
MAY	214.789	0.000	590.747	496.136	94.611	805.537
JUN	30.894	0.000	874.895	734.359	140.536	905.789
JUL	0.000	0.000	455.958	455.958	0.000	455.958
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	1,246.093	0.000	2,657.191	2,422.043	235.147	3,903.283

2016 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)	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 Month	Total Release (Ac-ft)	ABIQUIU		
		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 Month	Total Release (Ac-ft)	ABIQUIU		
		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)	Conveyance 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 Month	Total Release (Ac-ft)	ABIQUIU		
		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 Month	Total Release (Ac-ft)	ABIQUIU		
		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 Month	Total Release (Ac-ft)	HERON		EL VADO		ABIQUIU	
		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. Drought/Monsoon, Storage, and ESA Update

NOAA has recently (07/12/18) updated ENSO (El Nino/La Niña) status to: “ENSO-neutral is favored through Northern Hemisphere summer 2018, with the chance for El Niño increasing to about 65% during fall, and to about 70% during winter 2018-19.” Heron, Abiquiu, and El Vado reservoir levels on the Chama River are declining rapidly. Runoff for this year is far below normal due to drought conditions. Local Upper Santa Fe River reservoir storage volume is slowly decreasing (about 25.7% full). These reservoirs are expected to be functionally empty by early August; however, demand can be met by using BDD project water as well as groundwater. The City has received 89% delivery from BoR of full firm-yield of San Juan-Chama Project (SJCP) water so far for year 2018 (through June). Portions of the Rio Grande have begun to dry out, so silvery minnow salvage efforts are underway. Updates on ESA issues will be made as needed. Rio Grande Compact Article VII storage restrictions are in effect, which means the City is not 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; however, Article VII is expected to stay in effect for the foreseeable future.

Most current City of Santa Fe SJCP Reservoir Storage:

Heron:
9,783 AF.

El Vado:
0 AF.

Abiquiu:
6,203 AF. SJCP carry-over from previous years plus 2018 deliveries. No time limit to vacate due to storage agreement with ABCWUA

Memorandum



Buckman Direct Diversion

Date: July 5, 2018
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *mlr*
Subject: Request to Award RFP '18/46/P Laboratory Service

ITEM AND ISSUE:

Request for approval to award RFP '18/46/P to ALS Group USA, Corp. for laboratory testing service for the total amount of \$110,000 inclusive of NMGRT.

BACKGROUND AND SUMMARY:

On June 19, 2018 the Buckman Direct Diversion issued RFP '18/46/P Laboratory Analytical Testing Services. In response to our request one proposal was received. A selection committee evaluated the proposal and completed the evaluation criteria forms.

This award will be split into two service agreements, as the laboratory will be providing analytical testing for multiple programs, including federal funding for the BDD Location Sampling Program.

EVALUATION:

The Selection Committee has agreed to recommend the award to ALS Group USA, Corp to serve as the analytical laboratory for the BDD Location Sampling Program and the TREAT study for the Buckman Direct Diversion Board.

The Scope of Services consists of:

- ✦ Conduct analytical testing of water, solids and provide results to the BDD Regulatory Compliance Officer;
- ✦ Meet the minimum requirements for laboratory report and electronic data deliverables;
- ✦ Meet US Environmental Protection Agency and NM Environment Department compliance requirements;
- ✦ Apply US Environmental Protection Agency and NM Environment Department approved analytical methods;
- ✦ Meet US Environmental Protection Agency and NM Environment Department approved QA/QC requirements.



ACTION REQUESTED:

Staff recommends award and approval of RFP '18/46/P to ALS Group USA, Corp in the amount of \$110,000 inclusive of NMGRT for analytical testing services through June 30, 2021. Funding is available in our approved FY 18/19 operating budget.

BU/LI:

Compliance Services	7280000.510250.750010	\$27,000 (BDD TREAT Study)
Compliance Services	7280000.510250.753030	\$83,000 (BDD Location Sampling Program)

ACTION REQUESTED:

Approved by BDDDB July 5, 2018

Councilor Peter Ives, BDDDB Chair



**BUCKMAN DIRECT DIVERSION BOARD
SERVICES AGREEMENT
WITH
ALS Group USA, Corp.
(Location Sampling Program)**

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

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDDB described as follows:

Provide laboratory analysis of environmental samples, to include meeting standards for QA/QC and for reporting in accordance with the electronic data deliveries described therein.

Contractor shall analyze environmental samples in accordance with approved EPA, or industry accepted methods including specified EPA method detection limits or equivalent methods, as described in Exhibit A, attached hereto.

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 Eighty-Three Thousand Dollars (\$83,000.00) inclusive of applicable gross receipts tax, to be paid in accordance with the Fee Schedule provided in Exhibit B, hereto.

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

C. Payment shall be made upon receipt and approval by the BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDDB and terminate June 30, 2021.

6. TERMINATION

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

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

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

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

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

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, 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 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) **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 services, Contractor shall provide the BDDDB 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.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

A. Contractor shall conform with and participate in the Document Control policies of the BDDB 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 City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDB and City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDB or the City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

BDDDB: Charles 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: ALS Group USA, Corp.
225 Commerce Drive
Fort Collins, CO 80524
Contact: Julie M. Ellingson
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.

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Peter Ives, BDDDB Chairman

Date: _____

APPROVED AS TO FORM



Nancy R. Long, BDDDB Counsel

APPROVED

City Finance Director

Business Unit/Line Item:
7280000.510250.753030
7280000.510250.753010

ATTEST

City Clerk

File Date: _____

CONTRACTOR:

ALS Global USA Corp.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue

CRS # _____

City of Santa Fe Business

Registration # _____

**Exhibit A
Scope of Services**

Task	Number of Sub-Task	Sub-Task Descriptions
Laboratory Provided Equipment & Services	1A	<ul style="list-style-type: none"> ▪ Laboratory shall provide ice chests, sample containers (with appropriate preservatives);
	1B	<ul style="list-style-type: none"> ▪ Laboratory shall provide Chain-of-Custody (COC) form;
	1C	<ul style="list-style-type: none"> ▪ Laboratory shall provide sample labels; and
	1D	<ul style="list-style-type: none"> ▪ Laboratory shall bear all shipping cost for shipment of five (5) or more samples.
Laboratory Handling & Documentation of Samples	2A	<ul style="list-style-type: none"> ▪ Laboratory shall handle & document all samples for analyses according to generally accepted chain-of-custody procedures;
	2B	<ul style="list-style-type: none"> ▪ BDD shall ship samples to laboratory or sub-contracted laboratory unless laboratory specifies its own pick-up service;
	2C	<ul style="list-style-type: none"> ▪ Any work requested by BDD through submission of the COC form will become part of this Contract.
Laboratory Provided Analyses	3A	<ul style="list-style-type: none"> ▪ Upon request of BDD, the laboratory shall perform analysis on solid (soil or sediment) and water samples.
	3B	<ul style="list-style-type: none"> ▪ Attachment 1 contains a blank fee schedule with a list of the analyses. All sub-contracted laboratories must be listed on the form for specific analyses. Specific analyses may be upgraded or replaced to comply with EPA or industry-accepted upgrades. Additions, modifications, or deletions of analytical methods or specific analytes by the laboratory or sub-contracted laboratory are subject to approval by BDD.
	3C	<ul style="list-style-type: none"> ▪ Laboratory shall analyze the samples within the method-specific holding time following appropriate COC, preparation and method QA/QC procedures;
	3D	<ul style="list-style-type: none"> ▪ Upon completion of analyses, the laboratory shall be responsible for the disposal of all samples but shall not dispose of the samples for at least thirty (30) days after delivery of the final laboratory reports.

<p>Laboratory Provided Deliverables</p>	<p>4A</p> <p>4B</p> <p>4C</p>	<ul style="list-style-type: none"> ▪ Laboratory shall provide complete data packets to BDD as soon as possible after analyses are completed but no later than thirty (30) days, unless a delay in delivery was approved by BDD in writing; ▪ The data packet shall include a detailed lab report if requested by BDD and an electronic data deliverables (EDDs) of all analyses in the format specified by BDD. The laboratory must transmit data packets electronically; and ▪ The data packet shall include a Level III quality control description at no additional cost.
<p>Laboratory Provided Technical Services</p>	<p>5A</p> <p>5B</p>	<ul style="list-style-type: none"> ▪ Upon request by BDD, laboratory shall make available to BDD laboratory personnel for the purposes of providing oral or written testimony in administrative or legal proceedings; and ▪ Laboratory shall make available its premises at mutually-agreed times for inspection by BDD or designated third party for the purposes of data verification and validation.

Exhibit B

Attachment 1 Fee Schedule

MDL means minimum or method detection limit. MDL is the minimum concentration of an analyte that can be distinguished from a blank with 99% confidence that the analytical concentration is greater than zero. RL means the reporting limit. RL is the lowest concentration that an analyte can be detected in a sample and its concentration can be reported with reasonable degree of accuracy and precision.

Analytes	Method	Sub-contractor	Proposed Alternative Method	Proposed MDL/RL	Cost for water sample/Required Volume	Cost for solid sample
Gross alpha/beta	EPA:900.0			3/4pCi/l	\$50/200ml	\$50
Tritium	EPA906.0			400pCi/l	\$65/50ml	\$65
Strontium-90	ASTM 5811			1pCi/l	\$110/1000ml	\$110
Radium-226 & 228	EPA:903.1 & EPA:904.0			1pCi/l	\$95/1000ml \$100/1000ml	\$95 \$100
Radionuclides by gamma spec Ac-228 Bi-212 Bi-214 Cs-137 Cs-134 Co-60 Na-22 K-40 Pa- 234m Pb-212 Pb-214 Ti-208 Th-238	EPA:901.1			10pCi/l Cs-137	\$90 1000ml	\$90
Americium-241	HASL-300:AM-241			0.05pCi/l	\$120/1000ml	\$120
Neptunium-237	HASL-300:NP-237			0.2pCi/l	\$120/1000ml	\$120
Plutonium (isotopic)	HASL-300:ISOPU			0.05pCi/l	\$120/1000ml	\$120
Uranium (isotopic)	HASL-300:ISOU			0.1pCi/l	\$120/1000ml	\$120
Perchlorate	SW846 6850	ALS Salt Lake City		0.2ug/l	\$138/125ml	\$138
Cyanide	EPA:335.4		EPA335.2	RL 10ppb	\$35/50ml	\$35
Metals plus Hg Al Sb	EPA:200.7 or 200.8			ug/L	\$95/250ml	\$95

Fee Schedule

Analytes	Method	Sub-contractor	Proposed Alternative Method	Proposed MDL/RL	Cost for water sample/Required Volume	Cost for solid sample
As Ba Be B Cd Ca Cr Co Cu Fe Pb Mn Mg Hg Ni K Se Ag Na Ti U V Zn	EPA: 245.2			Please see next page		

Fee Schedule

CASNO	Analyte	Matrix	AnalMeth	ExtMeth	RL - ppb	MDL - ppb
7429-90-5	ALUMINUM	liquid	EPA200.7	EPA200.2	200	64.0
7440-36-0	ANTIMONY	liquid	EPA200.7	EPA200.2	20.0	1.30
7440-38-2	ARSENIC	liquid	EPA200.7	EPA200.2	10.0	1.90
7440-39-3	BARIUM	liquid	EPA200.7	EPA200.2	100	1.80
7440-41-7	BERYLLIUM	liquid	EPA200.7	EPA200.2	5.00	0.560
7440-42-8	BORON	liquid	EPA200.7	EPA200.2	100	31.0
7440-43-9	CADMIUM	liquid	EPA200.7	EPA200.2	5.00	0.0980
7440-70-2	CALCIUM	liquid	EPA200.7	EPA200.2	1000	270
7440-47-3	CHROMIUM	liquid	EPA200.7	EPA200.2	10.0	4.50
7440-48-4	COBALT	liquid	EPA200.7	EPA200.2	10.0	0.220
7440-50-8	COPPER	liquid	EPA200.7	EPA200.2	10.0	0.700
7439-89-6	IRON	liquid	EPA200.7	EPA200.2	100	19.0
7439-92-1	LEAD	liquid	EPA200.7	EPA200.2	3.00	0.240
7439-95-4	MAGNESIUM	liquid	EPA200.7	EPA200.2	1000	77.0
7439-96-5	MANGANESE	liquid	EPA200.7	EPA200.2	10.0	0.440
7440-02-0	NICKEL	liquid	EPA200.7	EPA200.2	20.0	0.430
7440-09-7	POTASSIUM	liquid	EPA200.7	EPA200.2	1000	240
7782-49-2	SELENIUM	liquid	EPA200.7	EPA200.2	5.00	1.10
7440-21-3	SILICON	liquid	EPA200.7	EPA200.2	50.0	21.0
7440-22-4	SILVER	liquid	EPA200.7	EPA200.2	10.0	1.00
7440-23-5	SODIUM	liquid	EPA200.7	EPA200.2	1000	26.0
7440-28-0	THALLIUM	liquid	EPA200.7	EPA200.2	10.0	1.70
7440-61-1	URANIUM	liquid	EPA200.7	EPA200.2	200	23.0
7440-62-2	VANADIUM	liquid	EPA200.7	EPA200.2	10.0	0.420
7440-66-6	ZINC	liquid	EPA200.7	EPA200.2	20.0	0.520
7429-90-5	ALUMINUM	liquid	EPA200.8	EPA200.2	50.00	3.50
7440-36-0	ANTIMONY	liquid	EPA200.8	EPA200.2	0.30	0.02
7440-38-2	ARSENIC	liquid	EPA200.8	EPA200.2	2.00	0.18
7440-39-3	BARIUM	liquid	EPA200.8	EPA200.2	1.00	0.09
7440-41-7	BERYLLIUM	liquid	EPA200.8	EPA200.2	0.50	0.04
7440-42-8	BORON	liquid	EPA200.8	EPA200.2	50.00	0.70
7440-43-9	CADMIUM	liquid	EPA200.8	EPA200.2	0.30	0.03
7440-70-2	CALCIUM	liquid	EPA200.8	EPA200.2	1000.00	87.00
7440-45-1	CERIUM	liquid	EPA200.8	EPA200.2	0.30	0.02
7440-47-3	CHROMIUM	liquid	EPA200.8	EPA200.2	10.00	0.32
7440-48-4	COBALT	liquid	EPA200.8	EPA200.2	1.00	0.02
7440-50-8	COPPER	liquid	EPA200.8	EPA200.2	10.00	0.16
7439-89-6	IRON	liquid	EPA200.8	EPA200.2	100.00	0.65
7439-91-0	LANTHANUM	liquid	EPA200.8	EPA200.2	0.30	0.03
7439-92-1	LEAD	liquid	EPA200.8	EPA200.2	0.50	0.02
7439-95-4	MAGNESIUM	liquid	EPA200.8	EPA200.2	100.00	14.00
7439-96-5	MANGANESE	liquid	EPA200.8	EPA200.2	2.00	0.08
7440-00-8	NEODYMIUM	liquid	EPA200.8	EPA200.2	0.30	0.04
7440-02-0	NICKEL	liquid	EPA200.8	EPA200.2	5.00	0.14

Fee Schedule

7440-09-7	POTASSIUM	liquid	EPA200.8	EPA200.2	1000.00	57.00
7782-49-2	SELENIUM	liquid	EPA200.8	EPA200.2	1.00	0.12
7440-22-4	SILVER	liquid	EPA200.8	EPA200.2	0.10	0.01
7440-23-5	SODIUM	liquid	EPA200.8	EPA200.2	1000.00	22.00
7440-28-0	THALLIUM	liquid	EPA200.8	EPA200.2	0.20	0.02
7440-61-1	URANIUM	liquid	EPA200.8	EPA200.2	0.10	0.01
7440-62-2	VANADIUM	liquid	EPA200.8	EPA200.2	1.00	0.03
7440-66-6	ZINC	liquid	EPA200.8	EPA200.2	20.00	0.22
7439-97-6	MERCURY	LIQUID	EPA245.1	METHOD	0.200	0.0600

**BUCKMAN DIRECT DIVERSION BOARD
SERVICES AGREEMENT
WITH
ALS Group USA Corp
(The Removal Efficiency & Assessment of Treatments (“TREAT”) Study)**

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

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDDB described as follows:

Provide laboratory analysis of environmental samples, to include meeting standards for QA/QC and for reporting in accordance with the electronic data deliveries described in Exhibit A attached hereto. Contractor shall analyze environmental samples in accordance with approved Environmental Protection Agency (EPA), or industry accepted methods including specified EPA method detection limits or equivalent methods, as provided in Exhibit A.

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-Seven Thousand Dollars (\$27,000.00) inclusive of applicable gross receipts tax, to be paid in accordance with the Fee Schedule provided in Exhibit B, hereto.

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. Payment shall be made upon receipt and approval by the BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDDB and terminate June 30, 2021.

6. TERMINATION

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

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

10. ASSIGNMENT; SUBCONTRACTING

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

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

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDB, 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 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 BDDDB.

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

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

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

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

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

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

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

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

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

E. **Insurer Requirements.** All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and

“V” or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the BDDDB. The BDDDB will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of New Mexico.

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

G. **Specific Provisions Required.**

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

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

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

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

(c) The 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 Contractor's performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS, DOCUMENT CONTROL AND AUDIT

A. Contractor shall conform with and participate in the Document Control policies of the BDDB 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 City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDB and City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDB or the City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

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

BDDDB: Charles 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: ALS Group USA Corp.
225 Commerce Drive
Fort Collins, CO 80524
Contact: Julie M. Ellingson
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.

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Peter Ives, BDDDB Chairman

Date: _____

APPROVED AS TO FORM



Nancy R. Long, BDDDB Counsel

APPROVED

City Finance Director

Business Unit/Line Item:
7280000.510250.753030
7280000.510250.753010

ATTEST

City Clerk

File Date: _____

CONTRACTOR:

ALS Global USA Corp.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue

CRS # _____

City of Santa Fe Business

Registration # _____

**Exhibit A
Scope of Work**

Task	Number of Sub-Task	Sub-Task Descriptions
Laboratory Provided Equipment & Services	1A 1B 1C 1D	<ul style="list-style-type: none"> ▪ Laboratory shall provide ice chests, sample containers (with appropriate preservatives); ▪ Laboratory shall provide Chain-of-Custody (COC) form; ▪ Laboratory shall provide sample labels; and ▪ Laboratory shall bear all shipping cost for shipment of five (5) or more samples.
Laboratory Handling & Documentation of Samples	2A 2B 2C	<ul style="list-style-type: none"> ▪ Laboratory shall handle & document all samples for analyses according to generally accepted chain-of-custody procedures; ▪ BDD shall ship samples to laboratory or sub-contracted laboratory unless laboratory specifies its own pick-up service; ▪ Any work requested by BDD through submission of the COC form will become part of this Contract.
Laboratory Provided Analyses	3A 3B 3C 3D	<ul style="list-style-type: none"> ▪ Upon request of BDD, the laboratory shall perform analysis on solid (soil or sediment) and water samples. ▪ Attachment 1 contains a blank fee schedule with a list of the analyses. All sub-contracted laboratories must be listed on the form for specific analyses. Specific analyses may be upgraded or replaced to comply with EPA or industry-accepted upgrades. Additions, modifications, or deletions of analytical methods or specific analytes by the laboratory or sub-contracted laboratory are subject to approval by BDD. ▪ Laboratory shall analyze the samples within the method-specific holding time following appropriate COC, preparation and method QA/QC procedures; ▪ Upon completion of analyses, the laboratory shall be responsible for the disposal of all samples but shall not dispose of the samples for at least thirty (30) days after delivery of the final laboratory reports.

<p>Laboratory Provided Deliverables</p>	<p>4A</p> <p>4B</p> <p>4C</p>	<ul style="list-style-type: none"> ▪ Laboratory shall provide complete data packets to BDD as soon as possible after analyses are completed but no later than thirty (30) days, unless a delay in delivery was approved by BDD in writing; ▪ The data packet shall include a detailed lab report if requested by BDD and an electronic data deliverables (EDDs) of all analyses in the format specified by BDD. The laboratory must transmit data packets electronically; and ▪ The data packet shall include a Level III quality control description at no additional cost.
<p>Laboratory Provided Technical Services</p>	<p>5A</p> <p>5B</p>	<ul style="list-style-type: none"> ▪ Upon request by BDD, laboratory shall make available to BDD laboratory personnel for the purposes of providing oral or written testimony in administrative or legal proceedings; and ▪ Laboratory shall make available its premises at mutually-agreed times for inspection by BDD or designated third party for the purposes of data verification and validation.

Exhibit B

Attachment 1 Fee Schedule

MDL means minimum or method detection limit. MDL is the minimum concentration of an analyte that can be distinguished from a blank with 99% confidence that the analytical concentration is greater than zero. RL means the reporting limit. RL is the lowest concentration that an analyte can be detected in a sample and its concentration can be reported with reasonable degree of accuracy and precision.

Analytes	Method	Sub-contractor	Proposed Alternative Method	Proposed MDL/RL	Cost for water sample/Required Volume	Cost for solid sample
Gross alpha/beta	EPA:900.0			3/4pCi/l	\$50/200ml	\$50
Tritium	EPA906.0			400pCi/l	\$65/50ml	\$65
Strontium-90	ASTM 5811			1pCi/l	\$110/1000ml	\$110
Radium-226 & 228	EPA:903.1 & EPA:904.0			1pCi/l	\$95/1000ml \$100/1000ml	\$95 \$100
Radionuclides by gamma spec Ac-228 Bi-212 Bi-214 Cs-137 Cs-134 Co-60 Na-22 K-40 Pa-234m Pb-212 Pb-214 Tl-208 Th-238	EPA:901.1			10pCi/l Cs-137	\$90 1000ml	\$90
Americium-241	HASL-300:AM-241			0.05pCi/l	\$120/1000ml	\$120
Neptunium-237	HASL-300:NP-237			0.2pCi/l	\$120/1000ml	\$120
Plutonium (isotopic)	HASL-300:ISOPU			0.05pCi/l	\$120/1000ml	\$120
Uranium (isotopic)	HASL-300:ISOU			0.1pCi/l	\$120/1000ml	\$120
Perchlorate	SW846 6850	ALS Salt Lake City		0.2ug/l	\$138/125ml	\$138
Cyanide	EPA:335.4		EPA335.2	RL 10ppb	\$35/50ml	\$35
Metals plus Hg Al Sb	EPA:200.7 or 200.8			ug/L	\$95/250ml	\$95

Fee Schedule

Analytes	Method	Sub-contractor	Proposed Alternative Method	Proposed MDL/RL	Cost for water sample/Required Volume	Cost for solid sample
As Ba Be B Cd Ca Cr Co Cu Fe Pb Mn Mg Hg Ni K Se Ag Na Ti U V Zn	EPA: 245.2			Please see next page		

Fee Schedule

CASNO	Analyte	Matrix	AnalMeth	ExtMeth	RL - ppb	MDL - ppb
7429-90-5	ALUMINUM	liquid	EPA200.7	EPA200.2	200	64.0
7440-36-0	ANTIMONY	liquid	EPA200.7	EPA200.2	20.0	1.30
7440-38-2	ARSENIC	liquid	EPA200.7	EPA200.2	10.0	1.90
7440-39-3	BARIUM	liquid	EPA200.7	EPA200.2	100	1.80
7440-41-7	BERYLLIUM	liquid	EPA200.7	EPA200.2	5.00	0.560
7440-42-8	BORON	liquid	EPA200.7	EPA200.2	100	31.0
7440-43-9	CADMIUM	liquid	EPA200.7	EPA200.2	5.00	0.0980
7440-70-2	CALCIUM	liquid	EPA200.7	EPA200.2	1000	270
7440-47-3	CHROMIUM	liquid	EPA200.7	EPA200.2	10.0	4.50
7440-48-4	COBALT	liquid	EPA200.7	EPA200.2	10.0	0.220
7440-50-8	COPPER	liquid	EPA200.7	EPA200.2	10.0	0.700
7439-89-6	IRON	liquid	EPA200.7	EPA200.2	100	19.0
7439-92-1	LEAD	liquid	EPA200.7	EPA200.2	3.00	0.240
7439-95-4	MAGNESIUM	liquid	EPA200.7	EPA200.2	1000	77.0
7439-96-5	MANGANESE	liquid	EPA200.7	EPA200.2	10.0	0.440
7440-02-0	NICKEL	liquid	EPA200.7	EPA200.2	20.0	0.430
7440-09-7	POTASSIUM	liquid	EPA200.7	EPA200.2	1000	240
7782-49-2	SELENIUM	liquid	EPA200.7	EPA200.2	5.00	1.10
7440-21-3	SILICON	liquid	EPA200.7	EPA200.2	50.0	21.0
7440-22-4	SILVER	liquid	EPA200.7	EPA200.2	10.0	1.00
7440-23-5	SODIUM	liquid	EPA200.7	EPA200.2	1000	26.0
7440-28-0	THALLIUM	liquid	EPA200.7	EPA200.2	10.0	1.70
7440-61-1	URANIUM	liquid	EPA200.7	EPA200.2	200	23.0
7440-62-2	VANADIUM	liquid	EPA200.7	EPA200.2	10.0	0.420
7440-66-6	ZINC	liquid	EPA200.7	EPA200.2	20.0	0.520
7429-90-5	ALUMINUM	liquid	EPA200.8	EPA200.2	50.00	3.50
7440-36-0	ANTIMONY	liquid	EPA200.8	EPA200.2	0.30	0.02
7440-38-2	ARSENIC	liquid	EPA200.8	EPA200.2	2.00	0.18
7440-39-3	BARIUM	liquid	EPA200.8	EPA200.2	1.00	0.09
7440-41-7	BERYLLIUM	liquid	EPA200.8	EPA200.2	0.50	0.04
7440-42-8	BORON	liquid	EPA200.8	EPA200.2	50.00	0.70
7440-43-9	CADMIUM	liquid	EPA200.8	EPA200.2	0.30	0.03
7440-70-2	CALCIUM	liquid	EPA200.8	EPA200.2	1000.00	87.00
7440-45-1	CERIUM	liquid	EPA200.8	EPA200.2	0.30	0.02
7440-47-3	CHROMIUM	liquid	EPA200.8	EPA200.2	10.00	0.32
7440-48-4	COBALT	liquid	EPA200.8	EPA200.2	1.00	0.02
7440-50-8	COPPER	liquid	EPA200.8	EPA200.2	10.00	0.16
7439-89-6	IRON	liquid	EPA200.8	EPA200.2	100.00	0.65
7439-91-0	LANTHANUM	liquid	EPA200.8	EPA200.2	0.30	0.03
7439-92-1	LEAD	liquid	EPA200.8	EPA200.2	0.50	0.02
7439-95-4	MAGNESIUM	liquid	EPA200.8	EPA200.2	100.00	14.00
7439-96-5	MANGANESE	liquid	EPA200.8	EPA200.2	2.00	0.08
7440-00-8	NEODYMIUM	liquid	EPA200.8	EPA200.2	0.30	0.04
7440-02-0	NICKEL	liquid	EPA200.8	EPA200.2	5.00	0.14

Fee Schedule

7440-09-7	POTASSIUM	liquid	EPA200.8	EPA200.2	1000.00	57.00
7782-49-2	SELENIUM	liquid	EPA200.8	EPA200.2	1.00	0.12
7440-22-4	SILVER	liquid	EPA200.8	EPA200.2	0.10	0.01
7440-23-5	SODIUM	liquid	EPA200.8	EPA200.2	1000.00	22.00
7440-28-0	THALLIUM	liquid	EPA200.8	EPA200.2	0.20	0.02
7440-61-1	URANIUM	liquid	EPA200.8	EPA200.2	0.10	0.01
7440-62-2	VANADIUM	liquid	EPA200.8	EPA200.2	1.00	0.03
7440-66-6	ZINC	liquid	EPA200.8	EPA200.2	20.00	0.22
7439-97-6	MERCURY	LIQUID	EPA245.1	METHOD	0.200	0.0600



**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 Group USA, Corp

3 Complete information requested Plus GRT

Inclusive of GRT

Original Contract Amount: \$83,000.00

Termination Date: June 30, 2021

Approved by BDDB Date: Pending

or by Project Manager Date: _____

Contract is for: To provide laboratory analytical testing services for BDD Location Sampling Program

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by BDDB Date: _____

or by Project Manager Date: _____

Amendment is for:

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

Inclusive of GRT

Amount \$ 83,000.00 of original Contract# Pending Termination Date: 06/30/2021

Reason: To provide laboratory analytical testing services for BDD Location Sampling Program

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 83,000



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

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

RFP# 18/46/P Date: July 5, 2018
 RFQ _____ Date: _____
 Sole Source _____ Date: _____
 Other _____

6 **Procurement History:** Year 1 of 3 year award
 example: (First year of 4 year contract)

7 **Funding Source:** BDD Operating **BU/Line Item:** 7280000.510250.753030

Budget Officer Approval

Comments or Exceptions: _____

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, BDD Financial Manager

Phone # 955-4506

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

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:

Buckman Direct Diversion Board



**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 Group USA, Corp

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$27,000.00

Termination Date: June 30, 2021

Approved by BDDB Date: Pending

or by Project Manager Date: _____

Contract is for: To provide laboratory analytical testing services for BDD TREAT Study

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by BDDB Date: _____

or by Project Manager Date: _____

Amendment is for:

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

Amount \$ 27,000.00 of original Contract# Pending Termination Date: 06/30/2021

Reason: To provide laboratory analytical testing services for BDD TREAT Study

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 27,000



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

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

RFP# 18/46/P Date: July 5, 2018
RFQ _____ Date: _____
Sole Source _____ Date: _____
Other _____

6 **Procurement History:** Year 1 of 3 year award
example: (First year of 4 year contract)

7 **Funding Source:** BDD Operating **BU/Line Item:** 7280000.510250.753030

Budget Officer Approval

Comments or Exceptions: _____

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, BDD Financial Manager

Phone # 955-4506

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

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:

Buckman Direct Diversion Board



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2018

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.

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.

PRODUCER: JLT Specialty Insurance Services Inc. 5847 San Felipe St. Suite 2800 Houston, TX 77057
CONTACT NAME: Karla Redmond
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Karla.Redmond@jltus.com
INSURER(S) AFFORDING COVERAGE: INSURER A: XL Insurance America Inc. NAIC #: 24554
INSURER B: Zurich American Insurance Company NAIC #: 16535
INSURER C: XL Insurance Company SE
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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject always to policy terms, conditions and exclusions the General Liability, Auto Liability
Umbrella/Excess Liability and Pollution Liability policies includes a Blanket Additional Insured Endorsement but only to the extent of risk and liabilities assumed by the named insured in a signed written contract.

CERTIFICATE HOLDER: Evidence of Coverage
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: JLT Specialty Insurance Services Inc.



Date: August 2, 2018
To: Buckman Direct Diversion Board
From: Mackie M. Romero, BDD Financial Manager *mlr*
Subject: Request to reauthorize funding

ITEM AND ISSUE:

Request for approval to reauthorize unexpended funds approved by the BDDDB from the BDD Capital Carve-out budget.

BACKGROUND AND SUMMARY:

On February 21, 2012 the Buckman Direct Diversion Board authorized \$1,558,772.00 of funding from the BDD Capital Outlay budget to carry-forward as the BDD Capital “Carve-out” budget to fund ongoing tasks pursuant to regulatory mandates (e.g. NEPA EIS, Endangered Species Act compliance, permit compliance and habitat mitigation/restoration). These efforts are expected to continue for at least one more year.

As of July 1, 2018 the uncommitted budget balance was \$344,811, which is still needed for ongoing tasks. Therefore the availability of these funds will need to be extended to the new fiscal year to cover the following projected expenses.

Projected expenses:

- \$50,000 Legal services
- \$10,000 Habitat plan update
- \$150,000 Mitigation/Restoration
- \$134,811 Contingency

All expenditures from the “carve-out” budget are being recorded and accounted for in a separate fund and are included in the yearly audit and financial statements. Staff has included an up to date summary of all “carve-out” expenditures.

ACTION REQUESTED:

Staff recommends approval of the attached Budget Amendment Resolution to reauthorize the uncommitted budget balance in the “Carve-out” budget.

Approved by BDDDB August 2, 2018

Councilor Peter Ives, BDDDB Chair



Capital "Carve-Out" Budget 02/21/12	1,558,772
BDD Board Engineer	291,759
Payments:	
CDM Smith	(291,758.69)
	<u>(291,759)</u>
Habitat Mitigation Plan Implementation	835,702
Payments:	
Albuquerque Winnelson Co "Livestock water"	(629.58)
GEO Systems Analysis Inc "Habitat Mitigation"	(244,918.03)
GMA-Ltd "Buckman Well #4 Relocate water lines"	(378.66)
HD Supply Waterworks Ltd "Livestock Water"	(4,621.94)
NMSU AG Science Center "Longstems"	(24,030.00)
Hydra Aquatic Inc "Habitat Mitigation"	(23,280.72)
New Mexican "Habitat Restoration RFP"	(106.24)
Padilla Industries, Inc "Habitat Restoration Efforts"	(322,328.08)
Gallegos Alonzo "Environmental Mitigation"	(69,118.36)
Sequoia Landscaping "Hebicide Work"	(4,981.29)
	<u>(694,393)</u>
Legal Services	250,000
Payments:	
Harwood Consulting LLC	(150,647.50)
Long, Komer & Associates	(40,626.60)
	<u>(191,274)</u>
SWCA Resource Surveys	10,000
USFA / BLM Coordination and Monitoring	36,500
Payments:	
USDA Forest Service "Collection Agreement"	(8,491.84)
USDA Forest Service "Collection Agreement"	(27,416.72)
DOI/BLM Taos Field Office	(626.32)
	<u>(36,535)</u>
Contingency	134,811
Uncommitted Balance	344,811

Log # {Finance use only}:
Batch # {Finance use only}:

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

DEPARTMENT / DIVISION NAME Buckman Direct Diversion						DATE 08/02/2018
ITEM DESCRIPTION	BUSINESS UNIT	LINE ITEM	SUBSIDIARY {.000000}	SUBLEDGER {0000}	INCREASE	DECREASE
<u>EXPENDITURES</u>					<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Legal Services	72412	510200			50,000	
Professional Contacts	72412	510310			294,811	
<u>REVENUES</u>					<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
BDD City	71412	491350				164,027
BDD County	71412	491010				164,027
BDD LC Club	71412	439332				16,758

JUSTIFICATION: (use additional page if needed)
--Attach supporting documentation/memo

Approval to extend authorization of the BDD Carve-out budget to FY18/19.

BDDDB Approved August 2, 2018

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
<u>Fund(s) Affected:</u>	<u>Fund Bal. Increase/ (Decrease):</u>
TOTAL:	

Mackie Romero	08/02/2018	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>		
<u>Prepared By {print name}</u>	Date	CITY COUNCIL APPROVAL City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/> Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	<u>Budget Officer</u>	Date
<u>Division Director {optional}</u>	Date		<u>Finance Director {≤ \$5,000}</u>	Date
<u>Department Director</u>	Date		<u>City Manager {≤ \$50,000}</u>	Date