

MINUTES OF THE
THE CITY OF SANTA FE & SANTA FE COUNTY
BUCKMAN DIRECT DIVERSION BOARD MEETING
March 5, 2015

This meeting of the Santa Fe County/City Buckman Direct Diversion Board meeting was called to order by Councilor Joseph Maestas, Chair, at approximately 4:30 p.m. in the Santa Fe City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico.

Roll was called and the following members were present:

BDD Board Members Present:

Councilor Joseph Maestas, Chair
Commissioner Liz Stefanics
Commissioner Miguel Chavez

Member(s) Excused:

Ms. Consuelo Bokum
Councilor Carmichael Dominguez

Others Present:

Nancy Long, BDD Board Consulting Attorney
Charles Vokes, BDD Facility Manager
Stephanie Lopez, Staff Liaison
Mackie Romero, BDD Finance Manager
Teresa Martinez, County Finance Director
Bernadine R. Padilla, BDD staff
Michael Dozier, BDD Staff
Kyle Harwood, BDD Board Counsel

[Exhibit 1: Sign-in Sheet]

3. APPROVAL OF AGENDA

[Exhibit 2: Agenda]

CHAIR MAESTAS: Are there any changes from staff to the agenda?

CHARLES VOKES (Facilities Manager): No changes.

CHAIR MAESTAS: Okay. Any changes from the Board?

COMMISSIONER STEFANICS: I'll move for approval.

COMMISSIONER CHAVEZ: Second.

CHAIR MAESTAS: Okay. Motion and a second. Any discussion on the motion?

The motion passed by unanimous [3-0] voice vote.

4. APPROVAL OF CONSENT AGENDA

CHAIR MAESTAS: Are there any changes from staff regarding the Consent Agenda?

MR. VOKES: No changes.

CHAIR MAESTAS: Okay. Any changes from the Board?

COMMISSIONER STEFANICS: I'll move approval.

CHAIR MAESTAS: Okay. We have a motion on the floor. Do I have a second?

COMMISSIONER CHAVEZ: Second.

CHAIR MAESTAS: We have a second. Any discussion on the motion?

The motion passed by unanimous [3-0] voice vote.

4. APPROVAL OF MINUTES: February 5, 2015

CHAIR MAESTAS: Are there any changes to the minutes from staff?

STEPHANIE LOPEZ (Staff Liaison): No changes.

CHAIR MAESTAS: No changes? Okay. Members of the Board, what's your desire?

COMMISSIONER STEFANICS: I'll move for approval.

CHAIR MAESTAS: Okay, I have a motion. Do I hear a second?

COMMISSIONER CHAVEZ: Second.

CHAIR MAESTAS: Second. Any discussion on the motion?

The motion passed by unanimous [3-0] voice vote.

6. MATTERS FROM STAFF

CHAIR MAESTAS: Any Matters from Staff?

MR. VOKES: No additional items, sir.

7. REPORT ON MARCH 3, 2015 FISCAL SERVICES AUDIT COMMITTEE

CHAIR MAESTAS: This ought to be brief. Hi, Mackie. How are you?

MACKIE ROMERO (Finance Manager): Hello. We did not have a FSAC meeting.

CHAIR MAESTAS: Okay. Thank you.

8. INFORMATIONAL ITEMS

Update on the Diversion Structure Inspection and Repairs

MR. VOKES: Thank you. Mr. Chair, members of the Board, as we discussed last Board meeting, the BDD staff, the BDD project manager, Rick Carpenter, along with other members of the City of Santa Fe support team, and our engineering

firms have been implementing the plan to isolate the diversion structure for inspection and repair. Here's what has been accomplished as of today.

First item, the mapping of the river has been completed. The results did not indicate that there have been any significant changes in the river bottom over the last few years. This report will be used for the construction of the coffer dam and also in the long term rehab of the diversion structure.

We have in place no-cost agreements with the engineering firms of CDM and CH2MHill to provide oversight for the inspection and the repair of the diversion structure. We have provided copies of these agreements to the Board members.

Third item, we have selected a construction firm, ASI, for the design and construction of the coffer dam. We have received a quote and we are working on the contract. As I mentioned last month, their initial quote was between \$250,000 and \$350,000. The quote that I received this week was for \$350,000, but that will include \$25,000 in case there are concrete repairs that are needed. So if there are no repairs needed then we would not be spending that additional \$25,000. We anticipate that this contract will be completed by next week and ASI has assured us that once they're under contract that they'll have the dam in place between four and six weeks from now.

Part of the process has been CDM Smith, our engineering firm, and Rick Carpenter have been in communication with the US Forest Service, the US Army Corps of Engineers, the New Mexico Environmental Department, to obtain all the permits and permissions necessary to proceed with the coffer dam and the project. The New Mexico Environmental Department has approved the project. I'd like to say that amazing progress has been made by these parties in obtaining these permissions. Every indication we've had from the agencies has been that we're okay to proceed. We should have the formal permissions, I would think, within a week.

So what does that do to our timeline? Essentially, the current timeline would put us essentially back in service with all the repairs and everything done about the first week of May. So we're still within our timeframe. I did – one other item, per Ms. Bokum's request, we did reach out to Dr. Thompson with the University of New Mexico to see if he was interested in participating in the project. He may be out of town. I haven't heard back from him but I'll keep trying to pursue that. And of course we do have the Army Corps of Engineers involved in the project through the permitting process.

One of the things I'd like to recognize and thank the two engineering firms, CDM and CH2MHill. They have really stepped up to the plate, have just been really, really wonderful to work with and they're all working very hard to make sure that this project is successful. So with that, I'll answer any questions from the Board members if you have any.

CHAIR MAESTAS: Any questions? Yes, Commissioner.

COMMISSIONER CHAVEZ: I appreciate that presentation and the information provided. My question then, and this may be a moot point because – and maybe we're already passed that, and it may not be worth going back to second guess or question what caused the problem or problems to begin with. I think that will be part of the scope of services that you'll be going through anyway, right?

MR. VOKES: Yes, sir. That will – once we get the structure dry and we can see what's going on then we'll know how to proceed as far as with the repairs and

then any future projects on the structure to ensure that it can be successfully operated and maintained.

COMMISSIONER CHAVEZ: Yes, and because if there were some – if there was a question about how some of the screens or components – there were certain components that were modified, all of that will be fixed once that's redone. That will have to be monitored, I would imagine, on an ongoing basis, to be sure that things are not being undermined in any way in the future.

MR. VOKES: Right. And part of the monitoring process will be both engineering firms will be onsite to look at that. We'll also have Rick Carpenter, who is the original project manager, and our staff. We will be present. If we see something that we're very concerned about and we need to hire outside expertise to look at that then we would be prepared to do that, but to this point I don't expect that. I expect full cooperation from the two firms.

COMMISSIONER CHAVEZ: That's all I have, Mr. Chair.

CHAIR MAESTAS: Okay. Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Mr. Chair. In both – okay, so the construction is what company?

MR. VOKES: It's ASI Constructors. They're out of Pueblo, Colorado, and they're the firm that did the recent coffer dam for the City of Albuquerque.

COMMISSIONER STEFANICS: Okay. So in both of these letters from CH2MHill and CDM [*Exhibits 3 and 4*] it indicates that the fee, if any, would be postponed until the completion of the investigation and diagnosis, and then CH2MHill says, fee, if any, postponed until the completion of phase 1 services. So how do we know what level they're going to come into and whether it's within our parameters that we set at our last meeting?

MR. VOKES: I believe when they're referring to a potential fee, right now they are doing the engineering at no cost. And I think what they've put that in there is if they find something and they do a great job then they may come before the Board and say, gee, we did a really great job and it cost us \$100,000, that would be the Board's prerogative whether there would be any compensation or not. But the current contracts do not call for any compensation. Is that right, Nancy?

NANCY LONG (Board Consulting Attorney): Yes, that is correct. They're not entitled to any compensation as the contracts are written.

COMMISSIONER STEFANICS: Okay, so Mr. Chair and Nancy and Charles, let's look at the CH2MHill first, in the fourth paragraph on the first page it talks about we request the BDD Board's consideration of reimbursement of documented labor costs and expenses incurred following the determination of causal factors and responsibilities through these phase 1 services. That to me sounds like they're expecting something later. And then on the last paragraph of the first page of the other one, it says, postpone until the completion of the investigation and diagnosis phase.

So to me, they're saying they might expect something.

MS. LONG: They might be expecting something that it has been clear that they are not entitled to anything and they have no contractual right to any amount of money from the Board without it being in the contract. They wanted the right to be able to come back after a determination of maybe fault, if there is one, if the parties can come to an agreement about it, and be able to ask for some compensation for their labor and

expenses. But all of that will depend on what is found. And so in terms of it coming within the Board approved, that \$500,000, there was no need to really budget for that as part of the emergency work, because this could be taken up outside of that if that fund were exhausted, should the Board make that determination based on staff recommendations, that either or both of these two firms should receive some reimbursement. But it would not be done on an emergency basis and it would come back to the Board. It would not be something that would be done administratively.

COMMISSIONER STEFANICS: Thank you for that explanation. Mr. Chair, I think when I made the motion last time about up to \$500,000, I really meant it to be inclusive of everything. So I wasn't just talking about construction. So my intent was that we not really keep going, keep going, keep going. So I just wanted to put that on the table in reading these letters. Thank you very much.

CHAIR MAESTAS: Sure. So I guess it leads to the question why would these firms submit this letter of agreement that's contrary to the contracts they signed with us. Nancy, do you want to –

MS. LONG: Mr. Chair, these letters are the letters of agreement. So we don't have separate contracts with them other than the construction/engineering contracts, and we made clear in the conditions that this letter of agreement would not amend nor alter the terms of the contracts we already have with these organizations in the event that fault is determined such that the Board would sustain damages because of any design-build issues or if that determined, or construction issues, then those contracts are still in place and we have the remedies that are provided for in those contracts.

So this is the letter of agreement that was entered into. It's fairly simple.

CHAIR MAESTAS: So I think it maybe would have been helpful to have the overriding provisions of the original contracts. That way we can feel confident that if they do request any kind of reimbursement for services we'll know what the basis is for our refusal if in fact that's what we do.

MS. LONG: I have prepared a summary of key provisions of the two contracts regarding insurance and liability and damage limitations and I can certainly get that to you, to the Board members.

CHAIR MAESTAS: Now, since we have the – this was an issue that I had months ago in that here we have the original firms that were involved in the design and construction of the project and there could be a need for an objective third party to identify those causal factors for the construction or design flaws or whatever the outcome of the inspection is. So we certainly can't believe the consultant objectively so who do we as a Board rely on as an objective third party to make a determination or not we should even consider any kind of request for payment of services associated with this project?

MR. VOKES: Mr. Chair, I think it's all in the inspection process, once we see what's going on. We have staff that have had enough experience and if it's just solely the screen problem then there wouldn't be a need. If we see structural issues or major design problems and we feel like this is beyond the scope of what we're capable of handling then we are prepared to go on and get a third-party firm. I have some names. I've had some discussions with some firms in the event that we get to this point. But in the interests of cooperation with the two firms – as I mentioned both CDM and CH2 have really put forth a lot of energy, a lot of expense and a lot of time to get us to this point.

It's was CDM Smith's effort to push through the permissions and the permits and so I see no indication that they can't be trusted at this point.

But again, my belief is once we have the structure dry we intend to photograph every inch of the structure, take whatever measurements we need, and again, we have two independent, separate firms that CDM has taken on the role, literally, as the Board's engineering firm. They feel like they own that and they are stepping forward to represent the Board in this. CH2 of course was part of the design-build team and so they have more responsibility for the actual building and results of the diversion structure and indeed the plant. So that's been our approach and obviously, if the Board wishes us to employ another firm or wants us to go another direction then we're certainly willing to listen to the Board's recommendation.

CHAIR MAESTAS: So at this point you feel like you and your staff have the technical capabilities to do kind of a comprehensive forensic engineering report once we assess what the problems are and then you can maybe conclude what led to these problems.

MR. VOKES: Yes, Mr. Chair. Again, I think it's in seeing what we see. If it's solely a problem – the issue is with the screens then I believe that can be corrected relatively easy. If there are other structural defects then again, Mr. Carpenter has spent a whole lot of years with this process and he has a lot of expertise in that. I have my 40 years of experience in the water utility industry and again, we have an expert on diversion structures that is basically standing by so that if we get down there and we see what I determine are major issues then we will have discussions with other engineering firms and if need be, we can hire outside experts at that point.

CHAIR MAESTAS: Okay. Commissioner Chavez, do you have anything?

COMMISSIONER CHAVEZ: No. I'm good. Thank you.

CHAIR MAESTAS: Looking at the past diversions, we divert 400 acre-feet, right? Around April? I know it varies, but that shouldn't be a problem since we'll be basically out of service during the month of April.

MR. VOKES: It's my expectation that once we get the cofferdam in place that the inspections and the repairs should not take more than a couple weeks. The only thing that would extend that is if we do see something structurally that the ASI contractors are capable of pouring some concrete and fixing then we may extend that but again, we're up against a deadline of the river, and so it's my expectation that we need to get in and out of there no later than about the second week of May.

CHAIR MAESTAS: Is there a certain discharge that we're designing the cofferdam for, because obviously, for spring runoff our queue kind of peaks during that time. I'm not sure we have much of a snowpack but you never know. What's the capacity of a cofferdam? Do you think we'll be okay? In case there is a delay. What if we need additional concrete work and we're looking at maybe mid-May or late-May to be back in service?

MR. VOKES: Mr. Chair and members of the Board, the cofferdam that we're constructing is very similar to the original cofferdam. They essentially drive pilings 20 feet into the river bed and it's my expectation that again, if there are serious problems that we have to design and engineer and wait till the fall it's my expectation that we can simply remove a couple of sections from the cofferdam and the cofferdam will be in place irregardless of what the river throws at it in the meantime. So it is a significant

structure and it is being designed with that in mind, that there's a potential that the dam will have to stay in place until, say, next October or some later date in the event that we then need to put those two sections back in, pump it out and say, fix structural problems or whatever we find.

CHAIR MAESTAS: Okay. And maybe at the next meeting if you could provide the schedule. I know we had a schedule, which is very helpful when we signed off on authorizing all the contracts but I think it would be good to maybe track changes to the overall calendar or schedule.

MR. VOKES: Certainly. I will provide that next meeting.

CHAIR MAESTAS: Thanks, Chuck. Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Mr. Chair. I just heard, and so I need some clarification. Are you suggesting that the cofferdam might have to stay in place for a longer period of time in order to confirm the product?

MR. VOKES: The reason the cofferdam would stay in place is if we determine that there are significant issues with the structure that can't be repaired in the two- or three-week period. At that time what I suggest is that we remove a couple of sections of the cofferdam, allow the water flow back into the plant, get through the summer, and while that's going on the engineering firms will be looking for solutions and recommendations to that. I'm not expecting those types of significant problems, but again, I think what we need to focus on right now is that this needs to be fixed right at this time.

COMMISSIONER STEFANICS: So Mr. Chair and Charles, what is the cofferdam made of? I understand about the pilings, but what's it made of?

MR. VOKES: It's sheet pilings, so it's metal. So they basically take like metal I-beams and drive it in there and then they'll slide metal plates in between.

COMMISSIONER STEFANICS: And so that would be expected to withstand some of the raging floods and debris that we've had some summers from storms?

MR. VOKES: That's our intent with the design. And again, we have talked to ASI about the possibility of the structure staying in place. Again, they're taking these I-beams and driving them over 20 feet into the river bed, so I would expect that for the most part the dam would survive that. There may be some damage but it's our expectation that it would survive. If there's a 500-year flood or something like that in the event, then we would have to look at that, but the best thing we can do is not have to build the thing twice. So whatever can stay in place and will stay in place it will save us money in the long run if there are significant problems.

COMMISSIONER STEFANICS: Thank you, Mr. Chair, I just know that in the past two summers we've had some 100-year floods so I just am apprehensive about what we're doing. Thanks.

CHAIR MAESTAS: All right. Any other questions regarding the update on the diversion structure inspection and repairs? All right. Thank you, Mr. Vokes.

All right. That really concludes our agenda.

MATTERS FROM THE PUBLIC

CHAIR MAESTAS: Are there any matters from the public? Anyone that wished to address the Board at this time? Going once, twice. All right.

MATTERS FROM THE BOARD

CHAIR MAESTAS: Any matters from the Board?

COMMISSIONER CHAVEZ: I have one quick one.

CHAIR MAESTAS: Yes, Commissioner Chavez.

COMMISSIONER CHAVEZ: On snowpack, I know that we have in our packet information that's suggesting that the snowpack is about 50 to 60 percent of normal for this time of year. Do we have anything more recent? Has the snowpack increased slightly with the last couple of storms that we've had?

RICK CARPENTER (Water Resources and Conservation Manager): Mr. Chair, Board members, good afternoon. Yes, Commissioner. We do have updates that we've received in the past few days. This last series of storms were very good to us and a lot of snow and the snow was very wet. The snow/water equivalent was very high and right now the current projections are about 70 to 75 percent of normal.

COMMISSIONER CHAVEZ: So you're saying that the moisture content was also very high in these last two storms?

MR. CARPENTER: That's correct.

COMMISSIONER CHAVEZ: That's encouraging.

CHAIR MAESTAS: Anything else? Rick, I know we left the annual operating plan on the Consent but I had one question about all the water delivery orders of all the partners. We know we're not going to get a full allocation from Bureau of Reclamation for San Juan/Chama water so how does that affect the delivery or at least the orders?

MR. CARPENTER: Mr. Chair, we're hoping we'll get 100 percent. If we're up to 75 or 76 percent now and we have a wet March and maybe a wet April we might get pretty close to 100 percent. The good news is, and I need to get another update from MRGCD in Albuquerque. The problem is when there's not a lot of runoff and there's not a lot of carryover storage MRGCD tends to run out of water before the irrigation season. When that happens Albuquerque quits ordering water and then there's not enough carriage water in the river. That affects the amount of water that we call for because we suffer inordinate carriage losses in that scenario.

If, however, this wet pattern continues and the water that these other larger agencies are calling for are large enough to maintain flows such that we don't incur large carriage losses our orders should be about normal.

CHAIR MAESTAS: Okay, but the water orders in the AOP assume 100 percent allocation.

MR. CARPENTER: That's correct.

CHAIR MAESTAS: Anything else? Any other matters from the Board?

COMMISSIONER STEFANICS: Yes, Mr. Chair.

CHAIR MAESTAS: Commissioner Stefanics.

COMMISSIONER STEFANICS: I believe Ms. Martinez, Teresa Martinez is getting ready to retire from the County as our Finance Director and I would like to thank her publicly for all her service to participating with the Buckman Direct Diversion Board and our financial statements and our audits here, along with the City staff and the BDD staff. But Teresa is going to be very much missed. It's probably not good English, but I'm going to miss her. Thank you.

CHAIR MAESTAS: Congratulations. Any other matters from the Board?

NEXT MEETING: Thursday, April 2, 2015 @4:30 P.M.

ADJOURNMENT

Having completed the agenda, Chair Maestas declared this meeting adjourned at approximately 5:00 p.m.

Approved by:

Joseph M. Maestas, Board Chair

Respectfully submitted:

Debbie Doyle, Wordswork

FILED BY:

GERALDINE SALAZAR
SANTA FE COUNTY CLERK

ATTEST TO:

YOLANDA Y. VIGIL
SANTA FE CITY CLERK

DRAFT

subject to approval



March 16, 2015

VIA OVERNIGHT DELIVERY

Buckman Direct Diversion Board
Charles Vokes, Facilities Manager
341 Caja del Rio Rd.
Santa Fe, NM 87506

RE: Buckman Direct Diversion River Intake Structure Cofferdam

Mr. Vokes:

Thank you for the opportunity to work with the Buckman Direct Diversion Board on the above-referenced project.

We have enclosed the following documents:

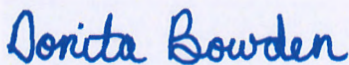
1. Agreement (2 signed originals; please return a fully-executed original to our office Attn: Mindy Schreier.
2. Payment Bond (one original)
3. Performance Bond (one original)
4. Certificate of Insurance

Should you need anything further, please do not hesitate to ask.

Thank you.

Sincerely,

ASI Constructors, Inc.



Donita Bowden
Estimating Assistant

**AGREEMENT FOR CONSTRUCTION SERVICES BETWEEN
THE BUCKMAN DIRECT DIVERSION BOARD AND ASI
CONSTRUCTORS, INC.**

THIS Agreement ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB" or "Owner") and ASI Constructors, Inc., a corporation duly organized under the laws of the State of Colorado ("Contractor").

WHEREAS, BDDDB wishes to have a cofferdam constructed at the Buckman Direct Diversion Intake Structure in order to inspect the structure for damage and design issues and to perform maintenance; and

WHEREAS, BDDDB has determined that immediate action is required to perform this work; and

WHEREAS, Contractor represents and warrants that it has competent individuals to perform the work as defined herein;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the BDDDB and Contractor agree as follows:

1. SCOPE OF WORK

Contractor shall perform all of the work as provided in Exhibit A attached hereto ("Work").

2. TERM OF AGREEMENT AND SUBSTANTIAL COMPLETION

This Agreement shall commence upon the execution of this Agreement and remain valid until December 31, 2015, unless terminated earlier in accordance with provisions provided in this Agreement.

3. CONTRACT SUM

The BDDDB shall pay Contractor for the performance of the work, subject to additions and deductions by change order, the Contract Sum of Three Hundred Eighty Two Thousand Five Hundred Dollars and No Cents (\$382,500.00) plus any applicable gross receipts tax as described in Exhibit B attached hereto.

4. PAYMENT

Payment shall be conditioned upon the BDDDB's satisfaction with the Work. Based upon an application for payment submitted to the Owner by Contractor, the Owner, through the City of Santa Fe as the fiscal agent, shall make progress payments on account of the Contract Sum to Contractor as provided in Exhibit B for the period ending the last day of the month as follows:

Not later than thirty (30) days following the end of the period covered by the application for payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the application for payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Owner shall determine for all incomplete Work and unsettled claims.

5. TIME IS OF THE ESSENCE

Should Contractor neglect, refuse, or otherwise fail to complete the Work within the time provided in Sections 1 and 2 or any extension thereof, Contractor agrees to pay to the Owner the amount specified in section 108.8 of the New Mexico Department of Transportation Standard Specifications until the Work is completed and accepted or until voided, not as a penalty, but as liquidated damages for such breach of the Agreement.

6. PERFORMANCE AND PAYMENT BOND

Contractor shall provide a performance and payment bond for the full sum of this Agreement. The bonds must remain in effect through the expiration of the Agreement. The Surety must have a minimum rating of "A" in the latest revision of the A.M. Best Company's Insurance Report.

7. PREVAILING WAGE

Contractor and its subcontractors shall pay the State wage rates as determined by the New Mexico Department of Labor, or as required by applicable law. Contractor shall incorporate this requirement into all subcontracts and shall diligently monitor and enforce compliance with this requirement by all subcontractors. Contractor and all subcontractors must also comply with the City's living wage ordinance to the extent applicable.

8. INSURANCE

Contractor shall not commence nor continue to perform any of the Work unless it, at its own expense, has in full force and effect all required insurance. The required insurance is contained in Exhibit C. All insurance policies carried by Contractor shall be primary and non-contributory as to any insurance carried by any of the additional insureds listed herein.

All Liability Insurance, Workers' Compensation Insurance, and Employer's Liability Insurance shall be maintained in full force and effect through the term of the Agreement.

Each insurer issuing a policy to satisfy the required insurance must be authorized to do business (and have an agent for service of process) in New Mexico and either (1) have not less than an "A" policyholder's rating and a financial rating of at least Class VII in accordance with

the most current Best's Key Rating Guide; or (2) be acceptable to the BDDDB as evidenced by the BDDDB's written approval of such insurer.

Contractor shall be responsible (without any reimbursement from the BDDDB or any of the additional insureds) for payment of the amount of any deductible under any of the insurance policies.

By not later than 5 business days following execution of this Agreement, certificates of insurance shall be delivered to the BDDDB, evidencing full compliance with all the required insurance. Attached to such certificates of insurance shall be endorsements evidencing that (1) Contractor's policies shall be primary and non-contributory as to any separate insurance carried by any of the additional insureds; (2) waivers of subrogation on all Workers' Compensation and Employer's Liability policies; and (3) the blanket additional insured endorsement for any additional insureds. In addition to showing such insurance is in full force and effect, such certificates must certify to the Certificate Holders that 30 days prior written notice will be given to each Certificate Holder prior to any cancellation, termination or Reduction in Limits of the insurance coverage. The wording "will endeavor" to give such notice is not permitted.

If the BDDDB is damaged by Contractor's failure to obtain and maintain the insurance called for herein, then Contractor shall be liable to the BDDDB for all costs, expenses, and damages resulting therefrom. All insurance policies (except the Design Professional insurance, which will be on a claims made basis) shall be on an occurrence (as opposed to claims made) basis. The Required Insurance as set forth herein are to protect the BDDDB and any additional or named insured from claims by third parties, including employees of Contractor or its agents, subcontractors and invitees. Said insurance shall not relieve or release Contractor, its agents or subcontractors from, or to limit their liability as to, any and all obligations assumed under the Agreement.

9. SAFETY AND PREVENTION

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.

B. All damage, injury, or loss to any property Contractor caused, directly or indirectly, in whole or in part, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor.

C. Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

D. Contractor shall provide appropriate signage at the site as determined by the BDDDB.

10. GENERAL AND SPECIAL PROVISIONS

A. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

B. Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of Contractor.

C. This Agreement shall not become effective until signed by all parties required to sign this Agreement.

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

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

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

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

H. 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 or services required under this Agreement.

I. Contractor hereby warrants that it is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

J. Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's Board Members and employees, and the City of Santa Fe and Santa Fe County from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that Contractor may have.

K. Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

L. Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

Owner: Buckman Direct Diversion Board
Charles Vokes, Facilities Manager
341 Caja del Rio Rd.
Santa Fe, NM 87506

With a copy to: Nancy R. Long, BDDDB Independent Counsel
Long, Komer & Associates, P.A.
P.O. Box 5098
Santa Fe, NM 87502-5098

Contractor: ASI Constructors, Inc.
Del A. Shannon, Design Manager
1850 E. Platteville Blvd.
Pueblo West, CO 81007

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

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

O. This document may be executed in counterparts, each copy shall be deemed an original.

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S. Entire Agreement. This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

T. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

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SIGNATURE PAGE FOLLOWS]

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BUCKMAN DIRECT DIVERSION BOARD

By: _____
Charles Vokes,
BDD Facilities Manager

Date: _____

APPROVED AS TO FORM:

Nancy R. Long, BDDDB Counsel

APPROVED:

Oscar S. Rodriguez, City Finance Director

Business Unit/Line Item

CONTRACTOR:

ASI CONSTRUCTORS, INC.

By: _____

Name: John P. Bowen

Title: President

Date: March 16, 2015

NM Taxation & Revenue

CRS # 03-218759-00-9

Exhibit A

Scope of Work

This Scope of Work identifies the tasks required to construct a cofferdam at the Buckman Direct Diversion River Intake Structure in order to perform maintenance activities and inspect the structure. The intake structure is located along the eastern bank of the Rio Grande River and is partially submerged in water and, because of this, a cofferdam is required to perform the repair and inspection work in dry conditions.

Task 1 – Cofferdam Design

ASI will review provided existing information (any as-built documents such as reports, plans, specifications and anticipated river cross sections for the existing structures) as well as historic river hydrology information (such as anticipated flows rates and river elevation) to design a sheet pile cofferdam at this location. It is anticipated that the sheets will be PZ-27 sheets, or equivalent. This design will be performed under the direct supervision of Del Shannon, PE, a licensed professional engineer in New Mexico, who will also sign and stamp the design documents. It is anticipated that cofferdam design will require approximately 1 week to complete.

Task 2 – Mobilization, Demobilization and Material Purchase

ASI will purchase all required materials and mobilize all equipment, material and personnel to the site. At the completion of the project we will demobilize all equipment, material and personnel from the site.

Task 2 – Cofferdam Installation

At the completion of the design, ASI will mobilize all appropriate equipment, materials and manpower to complete the cofferdam installation. Equipment is likely to include, but not necessarily be limited to a rubber tired or crawler crane, a backhoe, hammers for sheet pile installation, site support vehicles and other equipment as required. It is anticipated that cofferdam installation will require approximately 2 weeks to complete.

Task 3 – Cofferdam Removal

At this phase of the project it is assumed that repair activities to the river intake structure will require 2 to 3 weeks to complete. ASI's costs to remove the cofferdam include a schedule of 3 weeks of repair activity that will begin immediately at the completion of the cofferdam construction. Should it be determined that more extensive repairs are required than cannot be completed in 3 weeks, and the cofferdam is required to remain in place throughout the summer months to allow additional repair activities to be performed in the fall months of 2015, the following actions will be taken.

- ASI will remove a portion of the cofferdam sheet piles to permit water to flow into the river intake structure through the summer months.
- ASI will credit \$14,000, which is the cost to remove the entire cofferdam, back to the original contract.
- ASI will demobilize from the site in the spring of 2015.

- Under a separate change order to this original work ASI will remobilize to the site at an as yet to be determined date (currently anticipated to be during the fall of 2015) to reinstall the cofferdam so more extensive repairs can be completed. Once the repairs are completed ASI will remove the entire cofferdam and demobilize from the site. Not knowing the extent or duration required to complete these additional repairs it is impossible to provide a costs or schedule to complete this change order work at this time. ASI will prepare the change order costs and schedule, and these submit these to BDD for review and approval, once the extent of additional repair activities to the river intake structure are known.

It is anticipated that cofferdam removal will require 1 to 2 weeks to complete.

Task 4 – Concrete Repair and Misc. Activities

ASI has budgeted \$25,000 to assist with concrete repair activities to the intake structure once it has been dewatered and planned repair activities to the structure are underway. ASI is prepared to provide additional help in the form of the use of our equipment and/or manpower as part of this budget as well during your planned repair activities.

Material Purchase Credit

In order to provide the project with the greatest flexibility, ASI will purchase the sheet pile material. This will require larger costs upfront, but ASI will liquidate the sheet piles at the completion of the project and credit this to either the original contract or the change order. It is anticipated that this credit will be approximately \$35,000.

Permit Conditions Compliance

ASI shall comply with the 404 permit requirements for the project and shall ensure coverage under the NPDES permit for storm water discharges, as applicable.

Schedule

Scope of Work will require approximately a total 4 to 5 weeks to complete.

ASI's work will be managed by Mr. Del Shannon, P.E. Mr. Shannon will be assisted by key personnel within ASI including John Bowen (President), Richard King (Estimating Manager), and other key personnel as required. ASI will assign construction personnel who will be responsible for the onsite day to day management of the project. Once these personnel have been identified, this information will be provided to BDD.

EXHIBIT B
Contract Sum

| Task | Anticipated Costs |
|---|-------------------|
| 1. Cofferdam Design | \$10,000 |
| 2. Mobilization, Demobilization and Material Purchase | \$175,000 |
| 3. Cofferdam Installation and Removal | \$172,500 |
| 4. Concrete Repair and Misc. Activities | \$25,000 |
| Total | \$382,500 |

Credits

Should ASI be required to demobilize from the site in the spring of 2015 without removing the cofferdam ASI will credit to the project \$14,000, which would reduce the total initial project budget to \$368,500. Should ASI be required to remove the entire cofferdam and demobilize from the site in spring of 2015, ASI will provide a credit of \$35,000, which captures the resale value of the sheet piles, to the project, which would reduce the total initial project budget to \$347,500. Should ASI be required to leave the cofferdam in place until more extensive repair activities could be completed in the fall of 2015, the \$35,000 credit capturing the resale value of the sheet piles would be accomplished in a change order scope of work and budget.

Exhibit C

Required Insurance

Workers' Compensation and Employer's Liability Insurance. Contractor (and each subcontractor) shall comply with applicable law, including all applicable provisions of the New Mexico Workers' Compensation Act, (see Section 52-1-1, et. seq. NMSA 1978) and the New Mexico Occupational Disease Disablement Law (see Section 52-3-1, et. seq. NMSA 1978) (and any amendments thereto) (collectively Workers' Compensation Insurance). Contractor shall procure, pay for and maintain throughout the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance in accordance with applicable law in the amounts required by applicable law or as set out herein. Contractor shall also provide Employer's Liability coverage of \$5,000,000 (including excess coverage) for each person, such combined insurance is to cover claims for damages to cover damages arising from bodily injury, by accident or disease (including death at any time resulting therefrom) sustained by employees of Contractor while engaged in the performance of any portion of the Work.

Liability Insurance. Contractor shall procure, pay for, and maintain Liability Insurance in the amounts stated herein.

Commercial General Liability Insurance (CGL). The CGL policy shall provide limits as follows:

- \$5,000,000 General Aggregate
- \$5,000,000 Products/Completed Operations Aggregate Limit
- \$5,000,000 Personal Injury & Advertising Injury
- \$5,000,000 Each Occurrence
- \$300,000 Fire Damage (any one fire)
- \$5,000,000 Contractors E&O (Errors and Omissions) either by endorsement or separate policy

The Commercial General Liability Insurance shall provide additional insured protection to the BDDDB, the City of Santa Fe and Santa Fe County. Contractor's Commercial General Liability Insurance (and Automobile Liability Insurance) shall be deemed the primary insurance to any coverage carried by any additional insureds.

Contractor shall procure and maintain Automobile Liability Insurance. The limits shall be: \$5,000,000 Combined Single Limit Bodily Injury or Property Damage per accident. The insurance shall also apply to all owned, non-owned, and hired vehicles used by the Contractor in performance of the Work.

Builder's Risk Insurance. At all times during the performance of the Work, Contractor shall procure, pay for, and maintain project-specific Builder's Risk Insurance Coverage on an "all risk"/special form completed value basis for the entire Project. The "all risk" coverage shall include (1) all Work being constructed, (2) all machinery and equipment at the Project (other than tools and mobile equipment more appropriately insured on a Contractor's equipment

floater); and (3) materials and supplies to be used on the Project located at the Project or stored offsite or in transit. The coverage will be at full replacement cost.

The BDDDB and Contractor shall be named as Joint Loss Payees under the Builder's Risk policy. The policy shall be project-specific. Contractor shall be the Named Insured. The following shall be named as additional insureds under the policy: the BDDDB, the City of Santa Fe and Santa Fe County. Claim proceeds received by the parties as Joint Loss Payees will be distributed to the person or entity who incurred the covered loss upon receipt of any appropriate release of claim and supporting documentation. The Builder's Risk policy shall insure against "all risk" of physical loss or damage including fire, vandalism, terrorism, flood, or other water damage, earthquake, other earth movement, transit, off-site storage, and any damage resulting from defective design, faulty workmanship, or materials. Coverage for boiler and machinery, delay in opening, and testing shall be included. Deductibles shall be paid for by Contractor without reimbursement from the BDDDB.

Contractor shall also carry equipment coverage insurance on an "all risk" basis covering equipment owned, leased, or used by Contractor.

Design Professional (Errors and Omissions) Insurance. Contractor shall procure, pay for, and maintain a \$5,000,000 (Five Million Dollars) Professional Liability Insurance policy to cover any loss or damages alleged to be the result of any event, omission or negligence of Contractor concerning Contractor or Work.

**AGREEMENT FOR CONSTRUCTION SERVICES BETWEEN
THE BUCKMAN DIRECT DIVERSION BOARD AND ASI
CONSTRUCTORS, INC.**

THIS Agreement ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB" or "Owner") and ASI Constructors, Inc., a corporation duly organized under the laws of the State of Colorado ("Contractor").

WHEREAS, BDDDB wishes to have a cofferdam constructed at the Buckman Direct Diversion Intake Structure in order to inspect the structure for damage and design issues and to perform maintenance; and

WHEREAS, BDDDB has determined that immediate action is required to perform this work; and

WHEREAS, Contractor represents and warrants that it has competent individuals to perform the work as defined herein;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the BDDDB and Contractor agree as follows:

1. SCOPE OF WORK

Contractor shall perform all of the work as provided in Exhibit A attached hereto ("Work").

2. TERM OF AGREEMENT AND SUBSTANTIAL COMPLETION

This Agreement shall commence upon the execution of this Agreement and remain valid until December 31, 2015, unless terminated earlier in accordance with provisions provided in this Agreement.

3. CONTRACT SUM

The BDDDB shall pay Contractor for the performance of the work, subject to additions and deductions by change order, the Contract Sum of Three Hundred Eighty Two Thousand Five Hundred Dollars and No Cents (\$382,500.00) plus any applicable gross receipts tax as described in Exhibit B attached hereto.

4. PAYMENT

Payment shall be conditioned upon the BDDDB's satisfaction with the Work. Based upon an application for payment submitted to the Owner by Contractor, the Owner, through the City of Santa Fe as the fiscal agent, shall make progress payments on account of the Contract Sum to Contractor as provided in Exhibit B for the period ending the last day of the month as follows:

Not later than thirty (30) days following the end of the period covered by the application for payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the application for payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Owner shall determine for all incomplete Work and unsettled claims.

5. TIME IS OF THE ESSENCE

Should Contractor neglect, refuse, or otherwise fail to complete the Work within the time provided in Sections 1 and 2 or any extension thereof, Contractor agrees to pay to the Owner the amount specified in section 108.8 of the New Mexico Department of Transportation Standard Specifications until the Work is completed and accepted or until voided, not as a penalty, but as liquidated damages for such breach of the Agreement.

6. PERFORMANCE AND PAYMENT BOND

Contractor shall provide a performance and payment bond for the full sum of this Agreement. The bonds must remain in effect through the expiration of the Agreement. The Surety must have a minimum rating of "A" in the latest revision of the A.M. Best Company's Insurance Report.

7. PREVAILING WAGE

Contractor and its subcontractors shall pay the State wage rates as determined by the New Mexico Department of Labor, or as required by applicable law. Contractor shall incorporate this requirement into all subcontracts and shall diligently monitor and enforce compliance with this requirement by all subcontractors. Contractor and all subcontractors must also comply with the City's living wage ordinance to the extent applicable.

8. INSURANCE

Contractor shall not commence nor continue to perform any of the Work unless it, at its own expense, has in full force and effect all required insurance. The required insurance is contained in Exhibit C. All insurance policies carried by Contractor shall be primary and non-contributory as to any insurance carried by any of the additional insureds listed herein.

All Liability Insurance, Workers' Compensation Insurance, and Employer's Liability Insurance shall be maintained in full force and effect through the term of the Agreement.

Each insurer issuing a policy to satisfy the required insurance must be authorized to do business (and have an agent for service of process) in New Mexico and either (1) have not less than an "A" policyholder's rating and a financial rating of at least Class VII in accordance with

the most current Best's Key Rating Guide; or (2) be acceptable to the BDDDB as evidenced by the BDDDB's written approval of such insurer.

Contractor shall be responsible (without any reimbursement from the BDDDB or any of the additional insureds) for payment of the amount of any deductible under any of the insurance policies.

By not later than 5 business days following execution of this Agreement, certificates of insurance shall be delivered to the BDDDB, evidencing full compliance with all the required insurance. Attached to such certificates of insurance shall be endorsements evidencing that (1) Contractor's policies shall be primary and non-contributory as to any separate insurance carried by any of the additional insureds; (2) waivers of subrogation on all Workers' Compensation and Employer's Liability policies; and (3) the blanket additional insured endorsement for any additional insureds. In addition to showing such insurance is in full force and effect, such certificates must certify to the Certificate Holders that 30 days prior written notice will be given to each Certificate Holder prior to any cancellation, termination or Reduction in Limits of the insurance coverage. The wording "will endeavor" to give such notice is not permitted.

If the BDDDB is damaged by Contractor's failure to obtain and maintain the insurance called for herein, then Contractor shall be liable to the BDDDB for all costs, expenses, and damages resulting therefrom. All insurance policies (except the Design Professional insurance, which will be on a claims made basis) shall be on an occurrence (as opposed to claims made) basis. The Required Insurance as set forth herein are to protect the BDDDB and any additional or named insured from claims by third parties, including employees of Contractor or its agents, subcontractors and invitees. Said insurance shall not relieve or release Contractor, its agents or subcontractors from, or to limit their liability as to, any and all obligations assumed under the Agreement.

9. SAFETY AND PREVENTION

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.

B. All damage, injury, or loss to any property Contractor caused, directly or indirectly, in whole or in part, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor.

C. Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

D. Contractor shall provide appropriate signage at the site as determined by the BDDDB.

10. GENERAL AND SPECIAL PROVISIONS

A. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

B. Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of Contractor.

C. This Agreement shall not become effective until signed by all parties required to sign this Agreement.

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

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

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

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BUCKMAN DIRECT DIVERSION BOARD

By: _____
Charles Vokes,
BDD Facilities Manager

Date: _____

APPROVED AS TO FORM:

Nancy R. Long, BDDDB Counsel

APPROVED:

Oscar S. Rodriguez, City Finance Director

Business Unit/Line Item

CONTRACTOR:

ASI CONSTRUCTORS, INC.

By: _____

Name: John F. Bowen

Title: President

Date: March 16, 2015

NM Taxation & Revenue

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- ASI will remove a portion of the cofferdam sheet piles to permit water to flow into the river intake structure through the summer months.
- ASI will credit \$14,000, which is the cost to remove the entire cofferdam, back to the original contract.
- ASI will demobilize from the site in the spring of 2015.

- Under a separate change order to this original work ASI will remobilize to the site at an as yet to be determined date (currently anticipated to be during the fall of 2015) to reinstall the cofferdam so more extensive repairs can be completed. Once the repairs are completed ASI will remove the entire cofferdam and demobilize from the site. Not knowing the extent or duration required to complete these additional repairs it is impossible to provide a costs or schedule to complete this change order work at this time. ASI will prepare the change order costs and schedule, and these submit these to BDD for review and approval, once the extent of additional repair activities to the river intake structure are known.

It is anticipated that cofferdam removal will require 1 to 2 weeks to complete.

Task 4 – Concrete Repair and Misc. Activities

ASI has budgeted \$25,000 to assist with concrete repair activities to the intake structure once it has been dewatered and planned repair activities to the structure are underway. ASI is prepared to provide additional help in the form of the use of our equipment and/or manpower as part of this budget as well during your planned repair activities.

Material Purchase Credit

In order to provide the project with the greatest flexibility, ASI will purchase the sheet pile material. This will require larger costs upfront, but ASI will liquidate the sheet piles at the completion of the project and credit this to either the original contract or the change order. It is anticipated that this credit will be approximately \$35,000.

Permit Conditions Compliance

ASI shall comply with the 404 permit requirements for the project and shall ensure coverage under the NPDES permit for storm water discharges, as applicable.

Schedule

Scope of Work will require approximately a total 4 to 5 weeks to complete.

ASI's work will be managed by Mr. Del Shannon, P.E. Mr. Shannon will be assisted by key personnel within ASI including John Bowen (President), Richard King (Estimating Manager), and other key personnel as required. ASI will assign construction personnel who will be responsible for the onsite day to day management of the project. Once these personnel have been identified, this information will be provided to BDD.

EXHIBIT B
Contract Sum

| Task | Anticipated Costs |
|---|-------------------|
| 1. Cofferdam Design | \$10,000 |
| 2. Mobilization, Demobilization and Material Purchase | \$175,000 |
| 3. Cofferdam Installation and Removal | \$172,500 |
| 4. Concrete Repair and Misc. Activities | \$25,000 |
| Total | \$382,500 |

Credits

Should ASI be required to demobilize from the site in the spring of 2015 without removing the cofferdam ASI will credit to the project \$14,000, which would reduce the total initial project budget to \$368,500. Should ASI be required to remove the entire cofferdam and demobilize from the site in spring of 2015, ASI will provide a credit of \$35,000, which captures the resale value of the sheet piles, to the project, which would reduce the total initial project budget to \$347,500. Should ASI be required to leave the cofferdam in place until more extensive repair activities could be completed in the fall of 2015, the \$35,000 credit capturing the resale value of the sheet piles would be accomplished in a change order scope of work and budget.

Exhibit C

Required Insurance

Workers' Compensation and Employer's Liability Insurance. Contractor (and each subcontractor) shall comply with applicable law, including all applicable provisions of the New Mexico Workers' Compensation Act, (see Section 52-1-1, et. seq. NMSA 1978) and the New Mexico Occupational Disease Disablement Law (see Section 52-3-1, et. seq. NMSA 1978) (and any amendments thereto) (collectively Workers' Compensation Insurance). Contractor shall procure, pay for and maintain throughout the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance in accordance with applicable law in the amounts required by applicable law or as set out herein. Contractor shall also provide Employer's Liability coverage of \$5,000,000 (including excess coverage) for each person, such combined insurance is to cover claims for damages to cover damages arising from bodily injury, by accident or disease (including death at any time resulting therefrom) sustained by employees of Contractor while engaged in the performance of any portion of the Work.

Liability Insurance. Contractor shall procure, pay for, and maintain Liability Insurance in the amounts stated herein.

Commercial General Liability Insurance (CGL). The CGL policy shall provide limits as follows:

- \$5,000,000 General Aggregate
- \$5,000,000 Products/Completed Operations Aggregate Limit
- \$5,000,000 Personal Injury & Advertising Injury
- \$5,000,000 Each Occurrence
- \$300,000 Fire Damage (any one fire)
- \$5,000,000 Contractors E&O (Errors and Omissions) either by endorsement or separate policy

The Commercial General Liability Insurance shall provide additional insured protection to the BDDDB, the City of Santa Fe and Santa Fe County. Contractor's Commercial General Liability Insurance (and Automobile Liability Insurance) shall be deemed the primary insurance to any coverage carried by any additional insureds.

Contractor shall procure and maintain Automobile Liability Insurance. The limits shall be: \$5,000,000 Combined Single Limit Bodily Injury or Property Damage per accident. The insurance shall also apply to all owned, non-owned, and hired vehicles used by the Contractor in performance of the Work.

Builder's Risk Insurance. At all times during the performance of the Work, Contractor shall procure, pay for, and maintain project-specific Builder's Risk Insurance Coverage on an "all risk"/special form completed value basis for the entire Project. The "all risk" coverage shall include (1) all Work being constructed, (2) all machinery and equipment at the Project (other than tools and mobile equipment more appropriately insured on a Contractor's equipment

floaters); and (3) materials and supplies to be used on the Project located at the Project or stored offsite or in transit. The coverage will be at full replacement cost.

The BDDDB and Contractor shall be named as Joint Loss Payees under the Builder's Risk policy. The policy shall be project-specific. Contractor shall be the Named Insured. The following shall be named as additional insureds under the policy: the BDDDB, the City of Santa Fe and Santa Fe County. Claim proceeds received by the parties as Joint Loss Payees will be distributed to the person or entity who incurred the covered loss upon receipt of any appropriate release of claim and supporting documentation. The Builder's Risk policy shall insure against "all risk" of physical loss or damage including fire, vandalism, terrorism, flood, or other water damage, earthquake, other earth movement, transit, off-site storage, and any damage resulting from defective design, faulty workmanship, or materials. Coverage for boiler and machinery, delay in opening, and testing shall be included. Deductibles shall be paid for by Contractor without reimbursement from the BDDDB.

Contractor shall also carry equipment coverage insurance on an "all risk" basis covering equipment owned, leased, or used by Contractor.

Design Professional (Errors and Omissions) Insurance. Contractor shall procure, pay for, and maintain a \$5,000,000 (Five Million Dollars) Professional Liability Insurance policy to cover any loss or damages alleged to be the result of any event, omission or negligence of Contractor concerning Contractor or Work.

Bond No. 929599884

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

ASI Constructors, Inc.
1850 E. Platteville Blvd.
Pueblo West, CO 81007

SURETY (Name and Principal Place of Business):

Western Surety Company
10375 Park Meadows Drive, Ste. 300
Littleton, CO 80124

OWNER (Name and Address): Buckman Direct Diversion Board
341 Caja del Rio Rd.
Santa Fe, NM 87506

CONSTRUCTION CONTRACT

Date:

Amount: \$382,500.00

Description (Name and Location):

Construct Cofferdam at the Buckman Direct Diversion Intake Structure

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$382,500.00

Modifications to this Bond:

☐ None

☒ See other side

CONTRACTOR AS PRINCIPAL

Company:
ASI Constructors, Inc.

Signature: 

Name and Title: Oscar Kornblatt, Assistant
Corporate Secretary



SURETY

Company:
Western Surety Company

Signature: 

Name and Title:
D N Broyles,

Attorney-in-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, Inc.
2727 81st Street
Lubbock, TX 79423

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A312 - Payment Bond - December 1984 Edition.

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 15 **DEFINITIONS**
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 of this Bond is deleted in its entirety and replaced with the following provision:

Within a reasonable time (1) after the Claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has reviewed all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However, in such event the Claimant may bring suit against the Surety as provided under this Bond.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**D N Broyles, Ron Stroman, Harold D Binggeli, Cara D Hancock, Jennifer Winters,
Individually**

of Lubbock, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of December, 2014.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

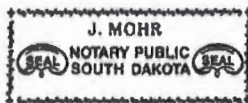
State of South Dakota
County of Minnehaha

} ss

On this 5th day of December, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Bond No. 929599884

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

ASI Constructors, Inc.
1850 E. Platteville Blvd.
Pueblo West, CO 81007

SURETY (Name and Principal Place of Business):

Western Surety Company
10375 Park Meadows Drive, Ste. 300
Littleton, CO 80124

OWNER (Name and Address):

Buckman Direct Diversion Board
341 Caja del Rio Rd.
Santa Fe, NM 87506

CONSTRUCTION CONTRACT

Date:

Amount: \$382,500.00

Description (Name and Location):

Construct Cofferdam at the Buckman Direct Diversion Intake Structure

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$382,500.00

Modifications to this Bond:



None



See other side

CONTRACTOR AS PRINCIPAL

Company:

ASI Constructors, Inc.

Signature:

Name and Title: Oscar Kornblatt,
Corporate Secretary



SURETY

Company:

Western Surety Company

Signature:

Name and Title: D N Broyles,

Attorney-in-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, Inc.
2727 81st Street
Lubbock, TX 79423

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A312 - Performance Bond - December 1984 edition.

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract; arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6 After the Owner has terminated the Contractor's right to complete the Construction Contract; and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages of the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 12 **DEFINITIONS**
 - 12.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction contract after all proper adjustments have been made, including allowance to the Contractor or any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 **Contractor Default:** Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**D N Broyles, Ron Stroman, Harold D Binggell, Cara D Hancock, Jennifer Winters,
Individually**

of Lubbock, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of December, 2014.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

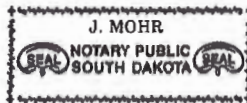
State of South Dakota }
County of Minnehaha }

ss

On this 5th day of December, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2015

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 Arthur J. Gallagher Risk Management Services, Inc. 110 North Marienfeld, Suite 330 Midland TX 79701 | | CONTACT NAME: Tricia Holcombe PHONE (A/C, No, Ext): 806-748-2013 FAX (A/C, No): E-MAIL: Tricia_Holcombe@ajg.com ADDRESS: | | | | | | | | | | | | | | | |
|--|--------|--|--|---------|--------|--------------------------------------|-------|---|-------|------------------------------------|-------|--|-------|--|-------|------------|--|
| INSURED ASI Constructors, Inc. 1850 E. Platteville Blvd Pueblo West CO 81007 | | INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C: WESTCHESTER FIRE INS CO</td><td>21121</td></tr><tr><td>INSURER D: Travelers Property Casualty Co of A</td><td>25674</td></tr><tr><td>INSURER E: AGCS Marine Insurance Company</td><td>22837</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table> | | INSURER | NAIC # | INSURER A: Phoenix Insurance Company | 25623 | INSURER B: Charter Oak Fire Insurance Company | 25615 | INSURER C: WESTCHESTER FIRE INS CO | 21121 | INSURER D: Travelers Property Casualty Co of A | 25674 | INSURER E: AGCS Marine Insurance Company | 22837 | INSURER F: | |
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| INSURER A: Phoenix Insurance Company | 25623 | | | | | | | | | | | | | | | | |
| INSURER B: Charter Oak Fire Insurance Company | 25615 | | | | | | | | | | | | | | | | |
| INSURER C: WESTCHESTER FIRE INS CO | 21121 | | | | | | | | | | | | | | | | |
| INSURER D: Travelers Property Casualty Co of A | 25674 | | | | | | | | | | | | | | | | |
| INSURER E: AGCS Marine Insurance Company | 22837 | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 1966032511

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 WVR | 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 <input checked="" type="checkbox"/> AI #CGD246(0805) <input checked="" type="checkbox"/> W6S CGD316(1111) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | VTNCO5466B67614 | 7/1/2014 | 7/1/2015 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> AI & WOS: <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> CAT353(0310) | | | VTOCAP5466B88814 | 7/1/2014 | 7/1/2015 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | G22059063008 | 7/1/2014 | 7/1/2015 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| D | <input checked="" type="checkbox"/> 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 | VTRJUB3D51603A14 | 7/1/2014 | 7/1/2015 | <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 |
| E | <input checked="" type="checkbox"/> Rented & Leased Equipment | | | MXI93033038 | 7/1/2014 | 7/1/2015 | Per Item 1,500,000 Aggregate 3,000,000 |

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

Certificate Holder is an Additional Insured as respects General Liability, Automobile, and Umbrella policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies to certificate holder, as respects Workers' Compensation, General Liability, Automobile, and Umbrella policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The Auto Policy includes endorsement CA9948 (03/06) Pollution Liability - Broadened Coverage for Covered Autos. The workers compensation, general liability, and automobile includes an endorsement providing that 30 days notice of cancellation or coverage change will be furnished to the certificate holder when there is a written contract between the named insured and the certificate holder that requires See Attached...

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| CERTIFICATE HOLDER Buckman Direct Diversion Board 341 Caja del Rio Rd Santa Fe NM 87506 | 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 |
|---|---|

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AGENCY CUSTOMER ID: ASICONS-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| | | |
|--|-----------|---|
| AGENCY Arthur J. Gallagher Risk Management Services, Inc. | | NAMED INSURED ASI Constructors, Inc. 1850 E. Platteville Blvd Pueblo West CO 81007 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

such status. The general liability policy contains a special endorsement with Primary and Noncontributory wording. Certificate holder is named as Loss Payee as their interest may appear with regard to Rented/leased Equipment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2015

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.

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| | | | |
|--|--|--|--|
| PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 110 North Marienfeld, Suite 330 Midland TX 79701 | | CONTACT NAME: Tricia Holcombe PHONE (A/C, No, Ext): 806-748-2013 E-MAIL ADDRESS: FAX (A/C, No): 866-847-5705 | |
| INSURED ASI Constructors, Inc. 1850 E. Platteville Blvd Pueblo West CO 81007 | | INSURER(S) AFFORDING COVERAGE INSURER A: AGCS Marine Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| ASICONS-01 | | NAIC # 22837 | |

COVERAGES

CERTIFICATE NUMBER: 1170806783

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.

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|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | 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 | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Builders Risk | | | MXI93080428 | 7/1/2014 | 7/1/2015 | Per Occurrence 25,000,000 |

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

Builder's Risk Policy includes Flood and Earthquake Coverage with Sub limit of \$250,000.

CERTIFICATE HOLDER

CANCELLATION

Buckman Direct Diversion Board
341 Caja del Rio Rd
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2015

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| | | | | |
|--|--|--|--|------------------------------------|
| PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 110 North Marienfeld, Suite 330 Midland TX 79701 | | CONTACT NAME: Tricia Holcombe PHONE (A/C, No, Ext): 806-748-2013 E-MAIL: tricia_holcombe@ajg.com ADDRESS: | | FAX (A/C, No): 866-847-5705 |
| INSURED ASI Constructors, Inc. 1850 E. Platteville Blvd Pueblo West CO 81007 | | INSURER(S) AFFORDING COVERAGE INSURER A : Lexington Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : | | NAIC # 19437 |

COVERAGES

CERTIFICATE NUMBER: 591894784

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.

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|----------|---|---|------------------------------|---------------|-------------------------|-------------------------|--|-----------------------------------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Contractors Professional Liability | | | 044177439 | 3/4/2014 | 3/4/2015 | Each Claim Policy Aggregate Deductible Each Claim | 5,000,000 5,000,000 100,000 |

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

CERTIFICATE HOLDER

CANCELLATION

Buckman Direct Diversion Board
341 Caja del Rio Rd
Santa Fe NM 87506

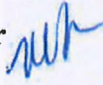
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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

Memorandum

Date: March 23, 2015
To: Oscar Rodriguez, Director of Finance, City of Santa Fe
From: Mackie M. Romero, BDD Financial Manager 
Subject: Deere & Ault Consultants, Inc

ITEM:

Request approval of Professional Services Agreement with Deere & Ault Consultants, Inc in the amount of \$47,850 plus applicable gross receipts taxes.

BACKGROUND:

On February 5, 2015 the BDD Board approved our request to utilize the BDD Emergency Reserve fund to procure services for inspection and repair of the BDD Diversion Structure. The BDD is requesting to enter into a professional services agreement with Deere & Ault Consulting, Inc. to serve as the diversion structure expert during our inspection and repair of the BDD Diversion structure.

Our timeline for this project is very crucial; therefore we request that you please approve our agreement as soon as possible.

Funding is available in our Emergency Reserve Fund BU/LI #72416.510310.991330

We apologized for the urgency, if you should have any questions; please feel free to contact me at 505-412-1188.

Your consideration in this request is greatly appreciated.



BUCKMAN DIRECT DIVERSION BOARD
PROFESSIONAL SERVICES AGREEMENT
WITH
DEERE & AULT CONSULTANTS, INC.

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and Deere & Ault Consultants, Inc. ("Contractor"). The date of this Agreement shall be the date when it is executed by the BDD Facilities Manager.

1. SCOPE OF SERVICES

The Scope of Services is attached as Exhibit A and included herein by reference.

2. STANDARD OF PERFORMANCE; LICENSES

A. Contractor represents that it 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. The BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed forty-seven thousand eight hundred fifty dollars (\$47,850.00), plus applicable gross receipts taxes in accordance with the fee schedule attached as Exhibit B.

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 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 BDD's Chair and terminate when the Scope of Services has been completed, but no later than June 30, 2016.

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 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 BDDDB and are not employees of the BDDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDDB's 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 BDDDB. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDDB.

11. RELEASE

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

12. INSURANCE

A. Contractor shall not begin the Professional Services required under this Agreement until it has: (a) obtained, and upon the BDDDB's request provided to the BDDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDDB reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by the BDDDB; (b) obtained BDDDB approval of each company or companies as required below; and (c) 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, the 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 \$2 million per accident. An insurance certificate shall be submitted to the BDDDB that reflects coverage for any automobile [any auto].

(3) Professional Liability. For the Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. Contractor shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (2) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, Contractor's policy shall not contain exclusions for those activities.

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

| | | |
|---------------------------|-------------|---------------|
| Bodily Injury by Accident | \$1,000,000 | Each Accident |
| Bodily Injury by Disease | \$1,000,000 | Each Employee |
| Bodily Injury by Disease | \$1,000,000 | Policy Limit |

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

D. Cancellation. Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the 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. 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 Contractors’ insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the BDDDB within four working days of Contractors 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 “VII” 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 and Santa Fe County and their respective elected officials, officers, employees, agents, volunteers and representatives.

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

(3) 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.

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

(5) 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.

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 and their respective elected officials, officers, employees, agents, volunteers and representatives from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from 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 Vokes
BDD Facilities Manager
Buckman Direct Diversion
801 San Mateo
Santa Fe, NM 87504

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

CONTRACTOR: Deere & Ault Consultants, Inc.
Ray Eldridge, P.E.
3156 S. Brown Way, Ste. 101
Boise, Idaho 83706

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 facsimile shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the

confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;

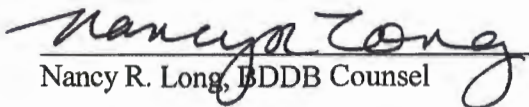
SIGNATURE PAGE FOLLOWS]

BUCKMAN DIRECT DIVERSION BOARD

By: 
Charles Vokes,
BDD Facilities Manager

Date: 23 March 2015

APPROVED AS TO FORM:


Nancy R. Long, BDDB Counsel

APPROVED:

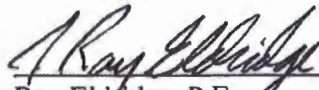
Oscar S. Rodriguez, City Finance Director

ATTEST:

Yolanda Vigil, City Clerk

Business Unit/Line Item

CONTRACTOR:
DEERE & AULT CONSULTANTS, INC.

By: 
Name: Ray Eldridge, P.E.
Title: Principal
Date: 3/23/2015

NM Taxation & Revenue

CRS # _____

City of Santa Fe Business

Registration # _____

EXHIBIT A

SCOPE OF SERVICES

Task 1 – Review Existing Data

Consultant will review existing data and information on the BDD that is relevant to the intake structure and the Rio Grande in the area of the intake. The objective of this task is to become familiar with the existing information and eliminate the need to produce new information where reliable work has been performed. At a minimum this will include, planning reports, design reports, construction documents, construction photos, aerial photos, and bathymetry.

Task 2 – Prepare Hydrologic and Hydraulic Data

Using existing studies and data, Consultant will prepare hydrologic and hydraulic analyses for the site. This will include mean monthly flows, monthly flow duration, and flood frequency. Velocity profiles will also be developed for the area of the intake.

Task 3 – Site Visits

Consultant will visit the site twice during the dewatering operations. The first visit will be prior to dewatering operations which are planned for late March of 2015. The objective of this visit is to observe the hydraulic conditions in the intake approach flows and if possible make a quantitative assessment of the sediment movement. The second site visit will be after the intake has been dewatered. The objective of the second visit is to inspect the diversion structure for 1) conformance to the design, 2) condition of the screens, 3) condition of the backwash system, 4) condition of the intake lines, and 5) condition of the concrete and structural appurtenances. In addition, sediment patterns will be recorded and bed sediments will be sampled.

Task 4 – Identify Issues with Existing Intake

A list of all known issues with the intake will be developed. This list will be based on discussions with BDD staff, correspondence between BDD and the planning and design-build teams, and observations made in the field. The issues will be described and prioritized in terms of impact on operations. A technical memorandum will be prepared to record the issues.

Task 5 – Develop Alternatives

Consultant will develop a set of alternatives for proper operation and maintenance of the structure including reducing or eliminating the entrainment of sands and gravels into the BDD intake. These alternatives are expected to include sediment deflectors, Nakato vanes, mechanical sediment removal, and air or water burst cleaning in front of the intake. Each alternative will be evaluated for effectiveness, potential environmental and permitting issues, and cost of construction and operation. The alternatives will be presented to the BDD in a technical memorandum.

Task 6 – Report

A report will be prepared at the conclusion of the study with the following contents:

- Section 1 – Introduction
- Section 2 – Background Information
- Section 3 – Operational Issues at the BDD Intake
- Section 4 – Alternatives to Reduce Entrained Sands and Gravels
- Section 5 – Construction Cost Estimates
- Section 6 – Recommendations

Draft and final reports will be prepared with BDD's comments and requests for any additional topics included in the final report.

SCHEDULE

The work is anticipated to be completed over a 12 week period as indicated on the following milestone schedule.

| Milestone | Start | Finish |
|-----------------------------|----------------|----------------|
| Notice-to-proceed | March 16, 2015 | - |
| Review Existing Data | March 16, 2015 | March 23, 2015 |
| Hydrology & Hydraulics | March 16, 2015 | March 19, 2015 |
| Site Visits | | |
| Initial Visit | March 23, 2015 | March 25, 2015 |
| Second Visit | April 6, 2015 | April 9, 2015 |
| Identify Issues with Intake | April 23, 2015 | April 14, 2015 |
| Develop Alternatives | April 14, 2015 | April 24, 2015 |
| Report | | |
| Draft Report | April 20, 2015 | May 1, 2015 |
| BDD Review | May 4, 2015 | May 8, 2015 |
| Final Report | May 11, 2015 | May 18, 2015 |

EXHIBIT B

~~Buckman Direct Diversion Intake~~
~~Deere and Ault Consultants, Inc.~~
Fee Estimate

FEE SCHEDULE

| Task | Title | Principal 165 (\$/hr) | Senior Engineer 130 (\$/hr) | Staff Engineer 85 (\$/hr) | Senior Designer 115 (\$/hr) | Secretary 60 (\$/hr) | Printing & Travel (\$) | Task Total |
|------|--------------------------------------|-----------------------------|--------------------------------------|------------------------------------|--------------------------------------|----------------------------|------------------------------|---------------|
| 1 | Review Existing Data | 8 | | 24 | | | | \$ 3,360 |
| 2 | Prepare Hydrology and Hydraulic Data | 2 | | 16 | | | | \$ 1,690 |
| 3 | Site Visits | 32 | | 16 | | | 3,000 | \$ 9,640 |
| 4 | Identify Issues with Existing Intake | 24 | | 12 | 4 | | | \$ 5,440 |
| 5 | Develop Alternatives | 40 | 12 | 60 | 16 | | | \$ 15,100 |
| 6 | Report | 24 | | 60 | 24 | 10 | 200 | \$ 12,620 |
| | Subtotals | 130 | 12 | 188 | 44 | 10 | 3,200 | \$ 47,850 |

Project Total \$ 47,850



City of Santa Fe
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 Deere & Ault Consultants, Inc

3 Complete information requested ☒ Plus GRT
☐ Inclusive of GRT

Original Contract Amount: \$47,850.00

Termination Date: June 30, 2016

☒ Approved by Council Date: February 5, 2015

☐ or by City Manager Date: _____

Contract is for: To serve as the diversion structure expert during our inspection and repair of the BDD Diversion structure.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: _____

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

☐ Inclusive of GRT

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

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



City of Santa Fe Summary of Contracts, Agreements, & Amendments

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Emergency Procurement _____

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

7 Funding Source: BDD Emergency Reserve Funding **BU/Line Item:** 72416.510310.991330

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Mackie Romero, BDD Financial Manager

Phone # 505-412-1188

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 # _____

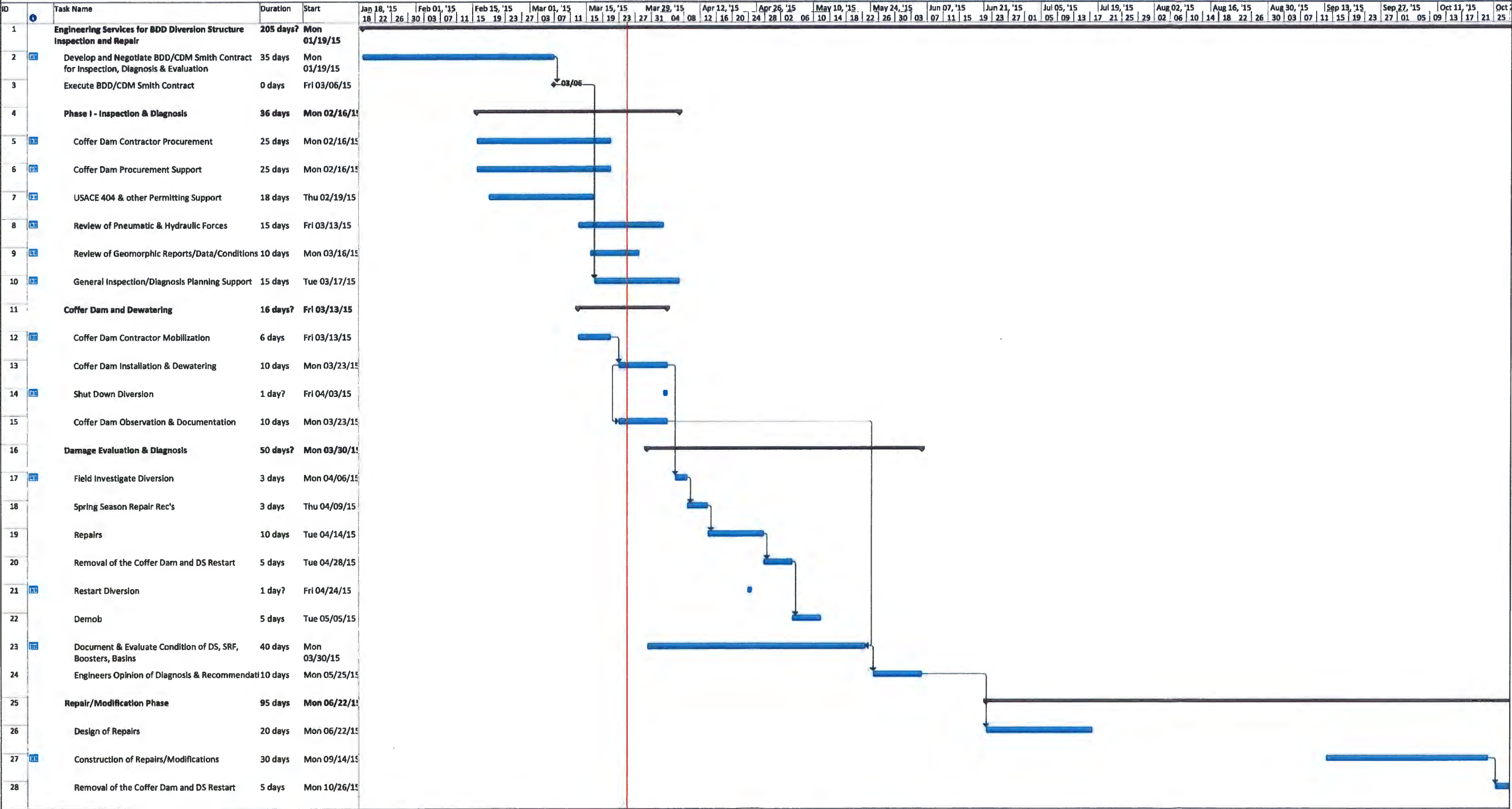
Date of contract Executed (i.e., signed by all parties): _____

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

Comments:

Buckman Direct Diversion Structure Investigation


Schedule Projection as of
Wed 03/25/15





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

Memorandum

Date: March 18, 2015
To: Buckman Direct Diversion Board
From: Michael Dozier, Interim Operations Superintendent 
Subject: Update on BDD Operations for the month of March 2015

ITEM:

1. This memorandum is to update the Buckman Direct Diversion (BDD) Board on BDD operations during the month of March 2015. The BDD diversions and deliveries have averaged, in Million Gallons Daily (MGD) as follows:
 - a. Raw water diversions: 3.57 MGD Average
 - b. Finished Drinking water deliveries through Booster Station 4A: 2.31 MGD Average
 - c. Finished Drinking water deliveries through Booster Station 5A: 1.03 MGD Average
 - d. Raw water delivery to Las Campanas at BS2A: 1.09 MG Total.
2. The BDD is providing approximately 50 percent of the water supply to the City and County for the month.
3. Please see the following pages from the Monthly report to the Office of the State Engineer (OSE) for accurate information up to March 18, 2015.
4. Please note all prior years are also included for reference.



BACKGROUND AND SUMMARY:**Buckman Direct Diversion Monthly SJC and Native Diversions****Mar-15****In Acre-Feet**

| Month | Total SJC + Native Rights | SP-4842 RG Native COUNTY | SD-03638 RG Native LAS CAMPANAS | SJC Call Total | SP-2847- E SJC Call CITY | SP-2847-N- A SJC Call LAS CAMPANAS | All Partners Conveyance Losses |
|--------------|------------------------------------|-----------------------------------|--|-------------------|-----------------------------------|---|--------------------------------------|
| JAN | 312.34 | 66.12 | 0.00 | 246.21 | 246.21 | 0.00 | 2.27 |
| FEB | 328.18 | 49.88 | 6.85 | 271.45 | 271.45 | 0.00 | 2.52 |
| MAR | 188.00 | 46.99 | 3.52 | 141.01 | 141.01 | 0.00 | 1.32 |
| APR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| MAY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| JUN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| JUL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| AUG | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SEP | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| OCT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| NOV | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| DEC | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL | 828.51 | 163.00 | 10.37 | 658.67 | 658.67 | 0.00 | 6.11 |

In Acre-Feet

| Month | Native COUNTY | Native Las Campanas | SJC CITY | SJC Las Campanas | All Partners Diversions BDD |
|--------------|------------------|---------------------------|---------------|------------------------|-----------------------------------|
| JAN | 66.12 | 0.00 | 243.94 | 0.00 | 310.06 |
| FEB | 49.88 | 6.85 | 268.93 | 0.00 | 325.66 |
| MAR | 46.99 | 3.52 | 139.69 | 0.00 | 186.68 |
| APR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| MAY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| JUN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| JUL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| AUG | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SEP | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| OCT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| NOV | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| DEC | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL | 163.00 | 10.37 | 652.56 | 0.00 | 822.40 |

Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-14

| Month | Total SJC Release (AF) | SJC Conveyance Losses (AF) | Total SJC Available at BDD (AF) | SJC Diversion, SP-2847-E (AF) | SJC Diversion, SP-2847-N-A (AF) | Total Native Rio Grande Diversion SP-4842 (AF) | Release of SJC in Elephant Butte (AF) | Total BDD Surface Diversion (all permits) | SJC from SP-2847-E used to offset Buckman Wells RG-20516 (AF) | SJC from SP-2847-N used to offset Buckman Wells RG-20516 (AF) |
|--------------|------------------------|----------------------------|---------------------------------|-------------------------------|---------------------------------|--|---------------------------------------|---|---|---|
| JAN | 383.35 | 3.74 | 390.34 | 390.34 | 0.00 | 12.68 | 0 | 403.01 | 0 | 0 |
| FEB | 349.51 | 3.28 | 341.55 | 341.55 | 0.00 | 11.38 | 0 | 352.93 | 0 | 0 |
| MAR | 373.88 | 3.66 | 381.69 | 357.07 | 34.09 | 148.83 | 0 | 530.52 | 0 | 0 |
| APR | 178.75 | 1.70 | 176.78 | 92.46 | 84.47 | 227.22 | 0 | 404.00 | 0 | 0 |
| MAY | 491.46 | 4.61 | 480.35 | 389.13 | 91.22 | 374.86 | 0 | 855.21 | 0 | 0 |
| JUN | 427.50 | 3.96 | 412.65 | 295.07 | 117.58 | 292.84 | 0 | 705.49 | 0 | 0 |
| JUL | 425.22 | 4.14 | 431.96 | 399.51 | 32.46 | 72.32 | 0 | 504.28 | 0 | 0 |
| AUG | 496.68 | 4.60 | 479.66 | 479.66 | 0.00 | 96.07 | 0 | 575.74 | 0 | 0 |
| SEP | 552.71 | 5.40 | 562.83 | 562.83 | 0.00 | 84.85 | 0 | 647.68 | 0 | 0 |
| OCT | 381.93 | 3.63 | 378.30 | 378.30 | 0.00 | 142.46 | 0 | 520.76 | 0 | 0 |
| NOV | 441.14 | 4.09 | 426.17 | 426.17 | 0.00 | 11.59 | 0 | 437.76 | 0 | 0 |
| DEC | 423.99 | 4.13 | 430.74 | 430.74 | 0.00 | 19.56 | 0 | 450.30 | 0 | 0 |
| TOTAL | 4,926.12 | 46.93 | 4,893.03 | 4,542.84 | 359.82 | 1,494.66 | 0.00 | 6,387.69 | 0.00 | 0.00 |

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

| Month | Total Release (AF) | ABIQUIU | | |
|--------------|--------------------|-----------------------|----------------------|---------------------------|
| | | City of Santa Fe (AF) | Santa Fe County (AF) | Club at Las Campanas (AF) |
| JAN | 383.35 | 383.35 | 0.00 | 0.00 |
| FEB | 349.51 | 349.51 | 0.00 | 0.00 |
| MAR | 373.88 | 346.37 | 0.00 | 27.37 |
| APR | 178.75 | 93.42 | 0.00 | 85.41 |
| MAY | 491.46 | 399.41 | 0.00 | 92.41 |
| JUN | 427.50 | 307.54 | 0.00 | 120.28 |
| JUL | 425.22 | 397.13 | 0.00 | 28.09 |
| AUG | 496.68 | 496.68 | 0.00 | 0.00 |
| SEP | 552.71 | 552.71 | 0.00 | 0.00 |
| OCT | 381.93 | 381.93 | 0.00 | 0.00 |
| NOV | 441.14 | 441.14 | 0.00 | 0.00 |
| DEC | 423.99 | 423.99 | 0.00 | 0.00 |
| TOTAL | 4,926.12 | 4,573.19 | 0.00 | 353.55 |

Buckman Direct Diversion Monthly SJC and Native Diversions

December 2013

| Month | Total SJC Release (AF) | SJC Conveyance Losses (AF) | Total SJC Available at BDD (AF) | SJC Diversion, SP-2847-E (AF) | SJC Diversion, SP-2847-N-A (AF) | Total Native Rio Grande Diversion SP-4842 (AF) | Release of SJC in Elephant Butte (AF) | Total BDD Surface Diversion (all permits) | SJC from SP-2847-E used to offset Buckman Wells RG-20516 (AF) | SJC from SP-2847-N used to offset Buckman Wells RG-20516 (AF) |
|--------------|------------------------|----------------------------|---------------------------------|-------------------------------|---------------------------------|--|---------------------------------------|---|---|---|
| JAN | 439.04 | 4.24 | 441.79 | 441.79 | 0 | 44.09 | 0 | 485.88 | 0 | 0 |
| FEB | 261.03 | 2.47 | 257.94 | 257.94 | 0 | 10.49 | 0 | 268.42 | 0 | 0 |
| MAR | 353.69 | 3.30 | 343.57 | 343.57 | 0 | 75.66 | 0 | 419.23 | 0 | 0 |
| APR | 680.73 | 6.34 | 661.33 | 661.33 | 0 | 89.47 | 0 | 750.80 | 0 | 0 |
| MAY | 1045.27 | 9.88 | 1030.46 | 1030.46 | 0 | 22.86 | 0 | 1053.32 | 0 | 0 |
| JUN | 817.91 | 7.85 | 818.00 | 734.56 | 83.44 | 260.03 | 0 | 1078.03 | 0 | 0 |
| JUL | 606.85 | 5.90 | 614.73 | 397.47 | 78.83 | 0.00 | 0 | 476.30 | 83.70 | 54.73 |
| AUG | 108.68 | 0.91 | 95.34 | 41.68 | 36.91 | 0.00 | 0 | 78.59 | 5.58 | 11.18 |
| SEP | 136.77 | 1.43 | 149.29 | 63.86 | 53.76 | 0.00 | 0 | 117.61 | 25.36 | 6.32 |
| OCT | 255.24 | 2.46 | 256.53 | 213.87 | 42.66 | 72.92 | 0 | 329.45 | 0 | 0 |
| NOV | 196.45 | 1.88 | 195.50 | 187.02 | 8.48 | 117.33 | 0 | 312.83 | 0 | 0 |
| DEC | 293.76 | 2.63 | 274.19 | 274.19 | 0.00 | 12.25 | 0 | 286.44 | 0 | 0 |
| TOTAL | 5195.42 | 49.29 | 5138.67 | 4647.73 | 304.07 | 705.09 | 0.00 | 5656.89 | 114.64 | 72.23 |

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

| Month | Total Release (AF) | ABIQUIU | | |
|--------------|--------------------|-----------------------|----------------------|---------------------------|
| | | City of Santa Fe (AF) | Santa Fe County (AF) | Club at Las Campanas (AF) |
| JAN | 439.04 | 439.04 | 0 | 0 |
| FEB | 261.03 | 261.03 | 0 | 0 |
| MAR | 353.69 | 353.69 | 0 | 0 |
| APR | 680.73 | 680.73 | 0 | 0 |
| MAY | 1045.27 | 1045.27 | 0 | 0 |
| JUN | 817.91 | 729.30 | 0 | 88.60 |
| JUL | 606.85 | 473.27 | 0 | 133.58 |
| AUG | 108.68 | 65.21 | 0 | 43.47 |
| SEP | 136.77 | 83.87 | 0 | 52.90 |
| OCT | 255.24 | 211.15 | 0 | 44.09 |
| NOV | 196.45 | 186.31 | 0 | 10.15 |
| DEC | 293.76 | 293.76 | 0 | 0.00 |
| TOTAL | 5195.42 | 4822.62 | 0.00 | 372.79 |

Buckman Direct Diversion Monthly SJC and Native Diversions

December 2012

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

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

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

Note: Grey fields indicate revisions to previous monthly report



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: March 24, 2015
To: Buckman Direct Diversion Board
From: Charles Vokes, BDD Facilities Manager
Subject: Update on the Diversion Structure Inspection and Repairs

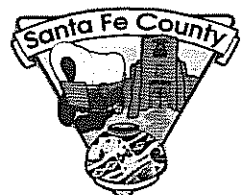
ITEM AND ISSUE:

Progress report on the Inspection and Repair of the BDD Diversion Structure

BACKGROUND AND SUMMARY:

During the February 5 meeting, the BDD Board approved the authority to the BDD Facilities Manager to spend up to \$500,000 for inspection and repairs to the BDD diversion structure. What follows is a summary of the progress of the project to date:

1. The mapping of the river was completed by Tetra Tech Inc. (\$6,860.19) on February 13, 2015. The results did not indicate that there have been significant changes in the river bottom over the last few years. This report will be used in the construction of the cofferdam and in the long-term plan rehab of the diversion structure.
2. We have signed **no cost** agreements (\$0.00) with the engineering firms of CDM Smith and CH2M Hill to provide oversight for the inspection and repair of the diversion structure. These agreements were provided to the board members at the March 5th board meeting.
3. We have contracted with ASI Constructors Inc. for the design and construction of the cofferdam. (Contract Attached) ASI is on site and construction has begun.



Summary of the ASI contract costs

| | |
|--|------------------|
| Cofferdam | \$322,500 |
| Concrete and repair assistance (as needed) | \$25,000 |
| Total | \$347,500 |
| Purchase of materials that will be resold | \$35,000 |
| Total | \$382,500 |

If the cofferdam has to remain in place for additional repairs, \$14,000 will be credited back to the BDD (the cost of the dam removal) and change order will then be negotiated for remobilization and the removal of the cofferdam next fall.

4. The U.S. Forest Service, the New Mexico Environmental department and the U.S. Army Corps of Engineers have given the required permissions to proceed.
5. Dr. Bruce Thompson (per Ms. Bokum's request - University of New Mexico) has been contacted and offered to view the structure once it is dry.
6. A contract was signed with Ray Eldridge of Deere and Ault to assist the BDD with the Diversion Structure inspection and repair processes in the amount of \$47,850 (Contract attached). The scope of services also provides for an independent report of their findings. Mr. Eldridge was contacted after two other engineering firms I had contacted declined the opportunity. One of the firms did however recommend Mr. Eldridge as a diversion structure expert. In conversations with Mr. Eldridge, he emphasized his need to inspect the structure before, during and after the installation of the cofferdam which was to begin on Monday, March 23, 2015. Mr. Eldridge was on site March 23 and 24 and will provide his initial recommendations to the BDD staff later this week including recommendations for modifications to the new screens before they are installed into the Diversion Structure.

Also attached are updates to the project schedule and the project budget.

BDD Diversion Structure Inspection and Repair

| Item | Provider | Amount | Comment |
|----------------------------|------------------|---------------------|------------------------|
| River Mapping | Tetra Tek | \$6,860.19 | |
| | | | |
| Engineering | CDM Smith | \$0.00 | |
| | | | |
| Engineering | CH2M Hill | \$0.00 | |
| | | | |
| Cofferdam | ASI Constructors | \$382,500.00 | (See contract) |
| | | | |
| Diversion structure expert | Deere & Ault | \$47,850.00 | (Third party engineer) |
| | | | |
| Budgeted repairs | BDD Staff | \$12,500.00 | |
| | | | |
| | Total | \$449,710.19 | |