

MEMORANDUM

TO: City of Santa Fe Public Utilities Committee
City of Santa Fe Water Conservation Committee
Buckman Direct Diversion Board

FROM: Rick Carpenter, Water Resources and Conservation Manager *RC*

VIA: Nick Schiavo, Public Utilities Department and Water Division Director *NSA*

DATE: March 23, 2015

SUBJECT: 43^d Monthly Update on Drought and Water Resource Management

CURRENT UPDATE – GENERAL WATER RESOURCE MANGEMENT

As the Committee/Board is aware, our region is still suffering through a prolonged drought. Our region has gone through four consecutive years of record drought and heat, and it appears that we may be heading into our fifth straight year of drought. This drought is likely present significant challenges to all water purveyors, utilities, and irrigators going forward into the rest of this water-year.

July/August/September, 2014 yielded good summer rains due to a series of moist northeast cold fronts and monsoonal flow, but the monsoons generally exited by early October. Most models are still predicting the likelihood of a return of an El Nino weather pattern, 50%-60% chance of a return to El Nino conditions with normal to above normal precipitation over the rest of spring/summer. This could mean good precipitation for the coming months (see attached figure). Therefore, normal to above normal precipitation is still likely over the next several months. The most recent March NOAA ENSO update states that:

ENSO-neutral (El Nino) conditions are active. Positive equatorial sea surface temperature (SST) anomalies continue across the Pacific Ocean. There is an approximate 50%-60% chance of El Nino conditions through summer."

It is worth noting that City of Santa Fe has invested in a robust and diverse portfolio of four distinct water supply sources that allows for flexibility in meeting demand: Buckman well field, City well field, Canyon Road Water Treatment Plant on the Upper Santa Fe River, and the Buckman Direct Diversion on the Rio Grande. Supply from these groundwater and surface water sources are expected to be adequate in meeting local demands. The City also has a considerable amount of SJCP water stored ("banked from previous years") in reservoirs upstream from the BDD diversion, and that water could be called for if needed over the coming 3 or 5 years.

LOCAL CONDITIONS

Source of Supply Utilization Summary

February 2015

City Wells	00.0mg/m	00.0af/m
Buckman Wells	0.00mg/m	0.00af/m
CRWTP	71.95mg/m	220.82af/m
BRWTP	98.73mg/m	302.95af/m
<i>Other Wells (Osage, MRC, etc)</i>	<i>0.00mg/m</i>	<i>0.00af/m</i>

Upper Santa Fe River/CRWTP

	Total Combined Reservoir Level	Santa Fe Snow Gage	Reservoir Inflow
March 23, 2015	9.50%	49.00 inches	8.44 MGD
5-Year Average for This Date (2010 – 2014)	45.35 %	32.40 inches	1.53 MGD

As of March 23, 2015 total combined storage in Nichols and McClure reservoirs is 9.5% of total (or about 380 acre-feet of storage out of 4,000 acre-feet of capacity). Some flows have been by-passed due to construction on the new intake facilities. Minor inflows are expected to continue for the near future and so the reservoirs have been managed to allow for water treatment plant production, active construction, and draining/drying.

Buckman Regional Water Treatment Plant (BDD)

Flows in the Rio Grande are relatively good for this time of year, and turbidity has been generally good. The BDD has been able to divert and treat in line with demand.

REGIONAL CONDITIONS

Rio Grande Basin

Surface flows in the Rio Grande and its tributaries through mid-March have been relatively good. However, storage levels in regional reservoirs are still very low (see attached figure). There was very little carry-over storage from 2014 into 2015. A good snow pack this winter/spring is essential if there is to be significant runoff into regional reservoirs for next high demand season, but time is running short. Runoff forecasts for the upper/mid Rio Grande vary geographically but generally range from 70% - 75% of normal.

San Juan Basin

It should be stressed that, conditions could significantly worsen for San Juan Chama Project deliveries this coming year, if the drought persists, due to a lack of carry-over storage in Heron from last year to this year. Heron Reservoir is currently at a very low level. However, the San Juan Basin as well as the local Sangre de Cristo Mountains have experienced several good snow storms recently. Recent estimates by the BoR suggest that the snow pack is about 70-80% of normal for this time of year (through mid-March 2015). The BoR is estimating that yield from the San Juan-Chama Project for this year will likely be about 70% of normal total firm yield.

ESA/Silvery Minnow Update

Minnow numbers are low, especially wild minnow. River managers are recommending an artificial Spring flow pulse lasting 8 – 10 days (2000-2,500 cfs) to help with the Spring spawn. Certain sections of the river could experience drying in late Summer/Fall, but 2003 B.O. guidelines will be followed. However, there is considerable uncertainty given the active El Nino conditions over this same period of time. There are no new updates regarding Wild Earth Guardians legal actions or endangered species issues.

Rio Grande Water Fund/Watershed Management Update

The Santa Fe governing body was recently asked to become signatory to the RGWF Charter, and that item is still under consideration. The Nature Conservancy is scheduled to make a presentation to the Santa Fe Public Utilities Committee on April 1, 2015. It is anticipated that the Charter will then go before the full City Council for a vote.

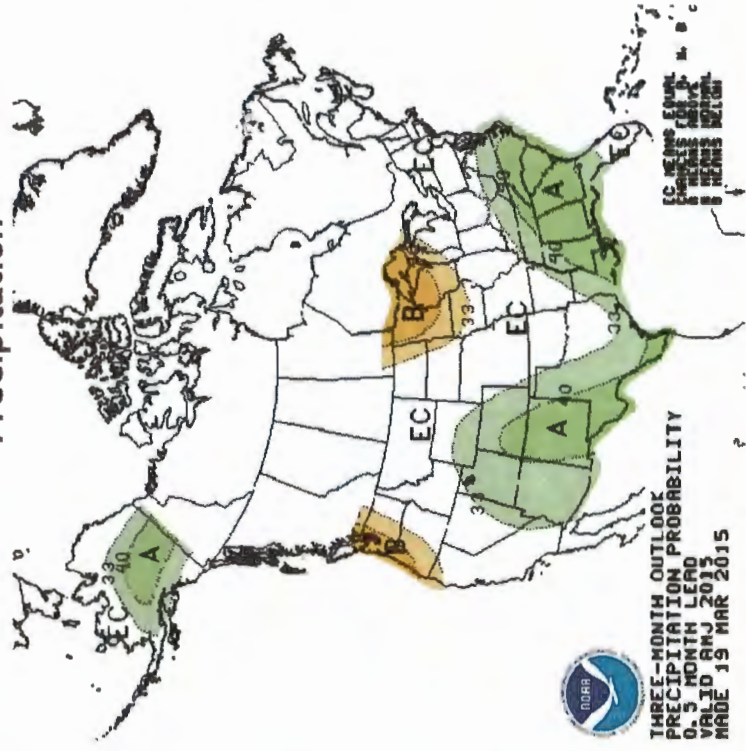
The RGWF Technical Committee is currently evaluating/scoring over a dozen watershed protection proposals that were submitted for funding assistance.

U. S. Seasonal Outlooks

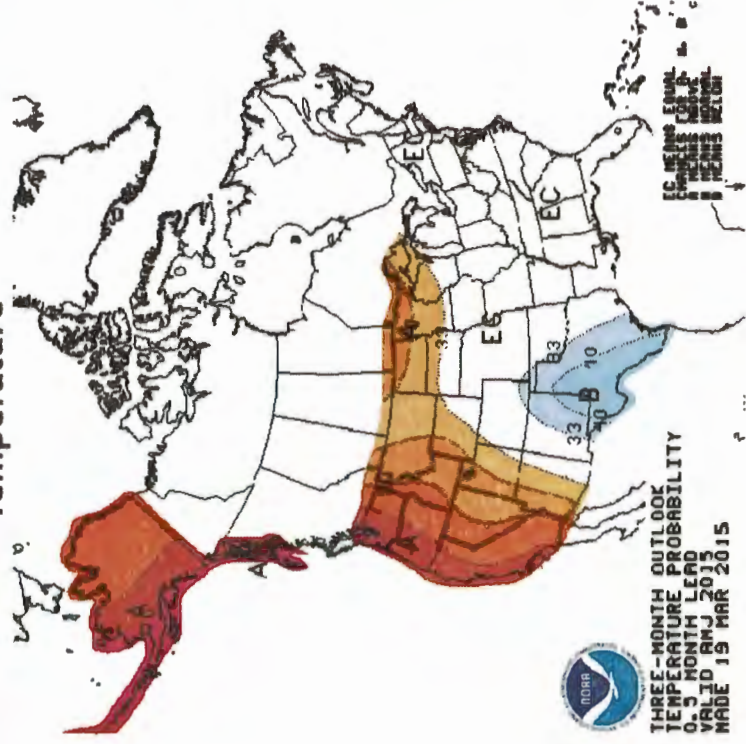
April - June 2015

The seasonal outlooks combine the effects of long-term trends, soil moisture, and, when appropriate, ENSO.

Precipitation



Temperature



Online Resources

Portions of the information provided in this figure can be accessed at the Natural Resources Conservation Service

Arizona: <http://h.usa.gov/10u28d1>

New Mexico: <http://www.wcc.nrcs.usda.gov/cgibin/nrav.pl>

pl?state=new_mexico

Notes

The map gives a representation of current storage for reservoirs in Arizona and New Mexico. Reservoir locations are numbered within the blue circles on the map.

Corresponding to the reservoirs listed in the table. The cup next to each reservoir shows the current storage (blue fill) as a percent of total capacity. Note that while the size of each cup varies with the size of the reservoir, these are representational and not to scale. Each cup also represents last year's storage (dotted line) and the 1981–2010 reservoir average (red line).

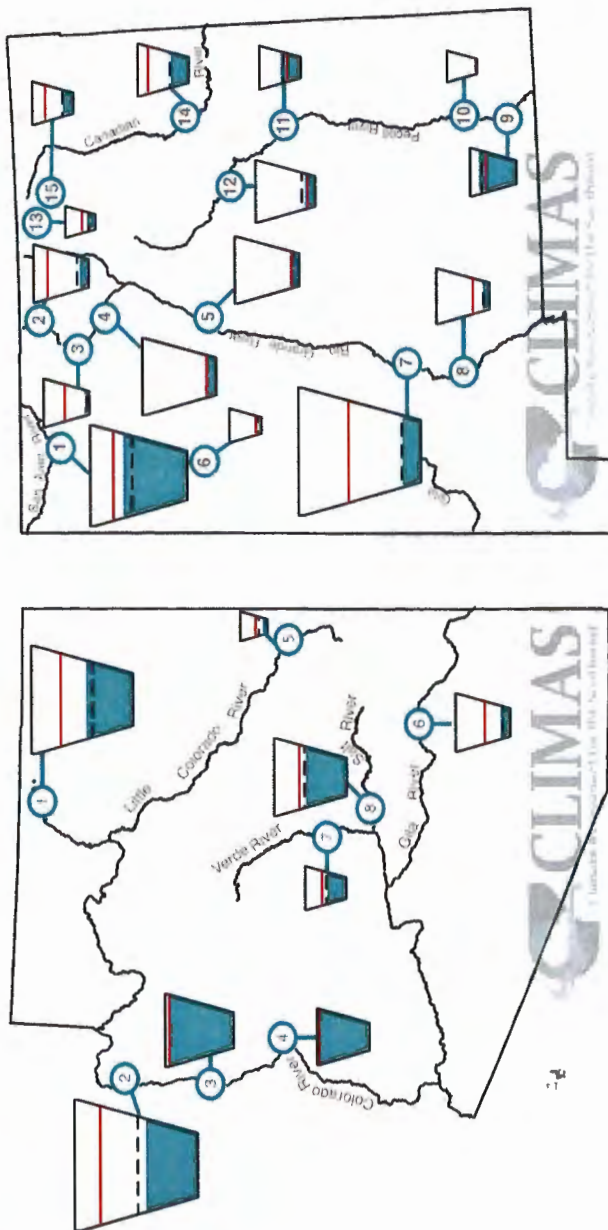
The table details more exactly the current capacity (listed as a percent of maximum storage). Current and maximum storage are given in thousands of acre-feet for each reservoir. One acre-foot is the volume of water sufficient to cover an acre of land to a depth of 1 foot (approximately 325,851 gallons). On average, 1 acre-foot of water is enough to meet the demands of 4 people for a year. The last column of the table lists an increase or decrease in storage since last month. A line indicates no change.

These data are based on reservoir reports updated monthly by the National Water and Climate Center of the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS).

Reservoir Volumes

DATA THROUGH FEB 28, 2015

Data Source: National Water and Climate Center, Natural Resources Conservation Service



Reservoir	Capacity	Current Storage*	Max Storage*	One-Month Change in Storage*
1. Lake Powell	45%	11,024.0	24,322.0	-122.0
2. Lake Mead	41%	10,768.0	26,159.0	29.0
3. Lake Mohave	92%	1,658.0	1,810.0	-39.0
4. Lake Havasu	93%	578.0	619.0	-7.2
5. Lyman	14%	4.2	30.0	0.1
6. San Carlos	16%	141.7	875.0	53.0
7. Verde River System	44%	126.1	287.4	10.6
8. Salt River System	54%	1,103.3	2,025.8	48.7

*KAF: thousands of acre-feet

Reservoir	Capacity	Current Storage*	Max Storage*	One-Month Change in Storage*
1. Navajo	65%	1,086.4	1,696.0	5.7
2. Heron	15%	61.3	400.0	-0.8
3. El Vado	9%	17.2	190.3	3.9
4. Abiquiu	11%	133.8	1,192.8	1.6
5. Cochiti	10%	48.9	491.0	0.7
6. Bluewater	6%	2.4	38.5	0.0
7. Elephant Butte	15%	328.7	2,195.0	37.6
8. Caballo	11%	35.3	332.0	1.4
9. Lake Avalon	79%	3.2	4.0	-0.3
10. Brantley	8%	84.5	1,008.2	1.6
11. Sumner	47%	48.3	102.0	3.3
12. Santa Rosa	18%	69.3	438.3	-0.2
13. Costilla	25%	4.0	16.0	0.4
14. Conchas	33%	84.5	254.2	-0.1
15. Eagle Nest	23%	18.3	79.0	0.7

*in KAF = thousands of acre-feet

March Southwest Climate Outlook

Online Resources

- Figure 1&2**
NOAA/NWS - Advanced Hydrologic Prediction Service
<http://www.weather.gov/hydro>
- Figure 3**
High Plains Regional Climate Center
<http://www.hprcc.org/>
- Figure 4&7**
Natural Resources Conservation Service
<http://www.wcc.nrcs.usda.gov/wcc/>
- Figure 5**
National Drought Mitigation Center
<http://droughtmonitor.unl.edu/>
- Figure 6**
NOAA - Climate Prediction Center
<http://www.cpc.ncep.noaa.gov/products/forecasts/>



Figure 1: Departure from Normal Precipitation - Past 30 Days

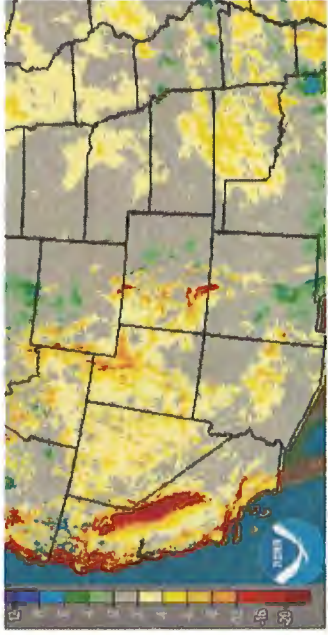


Figure 2: Departure from Normal Precipitation - Since Oct 1

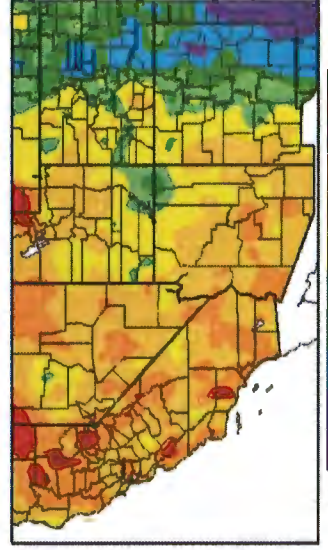


Figure 3: Departure from Normal Temp (F) - Feb 17 - Mar 18, 2015

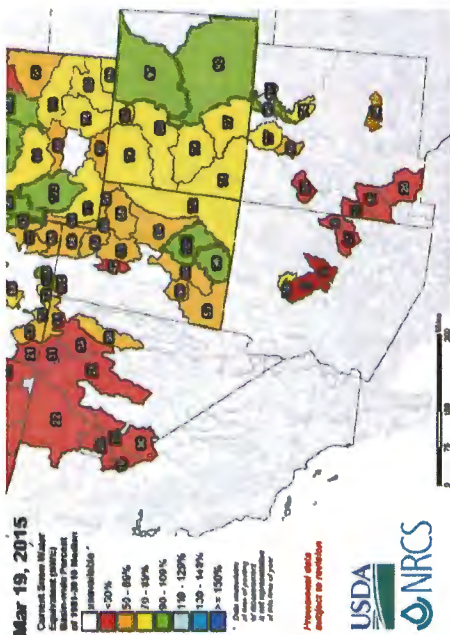


Figure 4: Percent of Snow Water Equivalent (SWE) by Basin

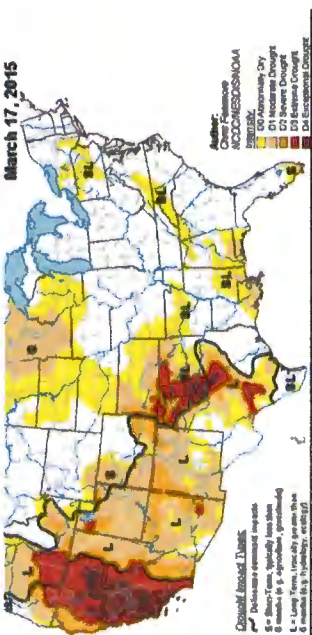


Figure 5: U.S. Drought Monitor - Feb 10, 2015

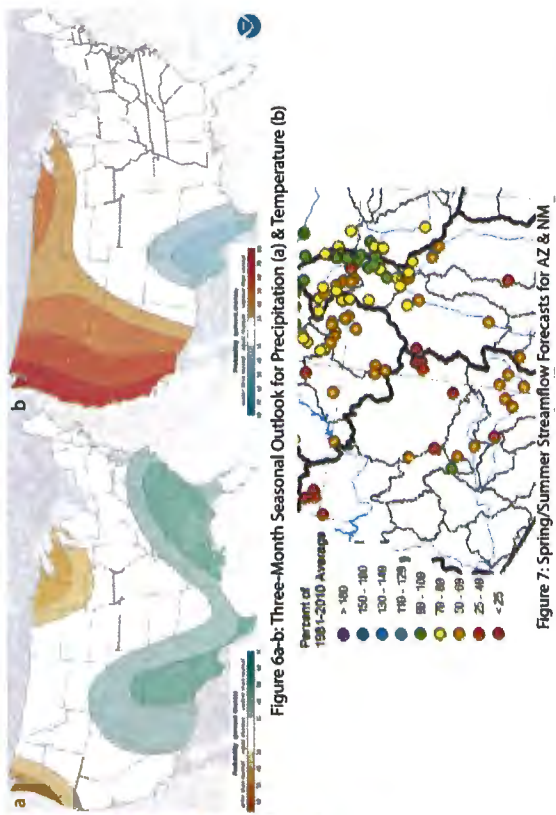


Figure 6a-b: Three-Month Seasonal Outlook for Precipitation (a) & Temperature (b)

Figure 7: Spring/Summer Streamflow Forecasts for AZ & NM



Buckman Direct Diversion Project

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

MEMORANDUM

Date: May 22, 2014

To: Buckman Direct Diversion Board

From: Rick Carpenter, BDD Project Manager *RC*

Subject: **Contract Amendment of \$49,000 (Exclusive on NM GRT) for Geosystems Analysis, Inc., for On-going/Extended Habitat Restoration Efforts for the BDD Project – Upland Hand Seeding**

BACKGROUND

The BDD Project is required to perform certain environmental mitigation measures pursuant to the Project's NEPA Environmental Impact Statement. Generally, the BDD is required to remove certain non-native vegetation, re-vegetate the areas with native riparian and upland species, and maintain the newly restored habitat until it becomes naturally self-sufficient. These tasks have been completed with the exception of hand seeding the upland habitat. The extended drought and challenging soil moisture issues have extended this effort over the last two years, but soil moisture levels are back up and a normal to wetter than normal spring/summer is anticipated so the time has finally come to complete this seeding effort.

GeoSystems Analysis will seed native grasses and forbs across the Upland Habitat mitigation area to comply with the Buckman Direct Diversion Habitat Mitigation Plan. The Upland Habitat area is currently composed of native shrubs of variable densities and widely scattered juniper and saltcedar trees, but is relatively void of native perennial grasses and forbs. This project will involve purchasing a diverse native seed mix and hand seeding an approximately 14-acre area along Canada Ancha arroyo, adjacent to the BDD intake and raw water lift station near the Rio Grande. The goal is to increase perennial herbaceous plant diversity and cover.





Buckman Direct Diversion Project

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

Hand seeding is required to avoid damaging existing native shrubs and to minimize impacts on biological soil crusts (i.e., cryptogamic soil) that are important for stabilizing soils against erosion and providing valued sources of plant nutrients. The seeding mix will be applied at a rate of approximately 42 lbs pounds/acre and will include cool and warm season perennial grasses and perennial forbs. Field crews will minimize damage, to the extent practicable, to the biological soil crusts. Seeding will be performed in late June/early July 2015 prior to typical start of the summer monsoon season but including residual soil moisture from winter/spring snows.

The cost for performing this task, including seed, labor, materials and incidentals is \$49,000.00 (exclusive of New Mexico GRT).

RECOMMENDATION

Staff recommends approval of the requested contract amendment in the amount of \$49,000.00 (exclusive of NM GRT).



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
WITH GEOSYSTEMS, INC.**

This AMENDMENT No. 4 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated September 13, 2012 and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board (the "BDDDB") and GeoSystems Analysis Inc. ("Contractor"). The date of this Amendment shall be the date when it is executed by the BDDDB Chair.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the BDDDB.

B. Pursuant to Article 17 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and Contractor agree as follows:

1. **SCOPE OF SERVICES**

Article 1 of the Agreement is amended so that the Scope of Services adds Task 11 as described in Exhibit "A" attached hereto.

2. **COMPENSATION**

Article 4, of the Agreement is amended to increase the amount of compensation by a total of forty nine thousand dollars (\$49,000), plus applicable gross receipts taxes so that Article 4 reads as follows:

A. The BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed two hundred thirty six thousand three hundred sixty six dollars (\$236,366), plus applicable gross receipts taxes.

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.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Professional Services Agreement as of the dates set forth below.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Board Chair

Date: _____

APPROVED AS TO FORM



Nancy R. Long, BDDDB Counsel

APPROVED

Oscar S. Rodriguez, City Finance Director

Business Unit/Line Item

ATTEST

City Clerk

File Date: _____

CONTRACTOR

GeoSystems Analysis, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue

CRS # _____

City of Santa Fe Business

Registration # _____

Exhibit A

Scope of Services

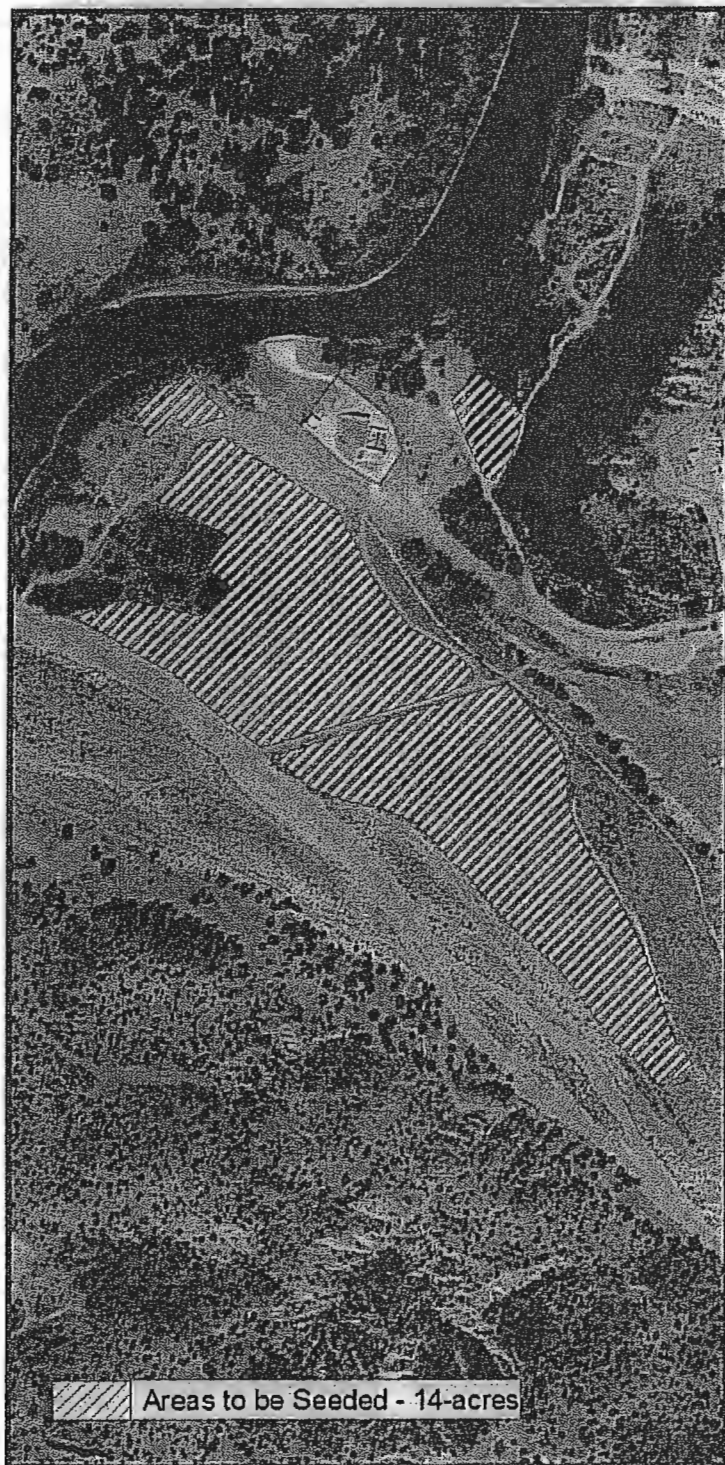
Task 11

Upland Mitigation Seeding

GeoSystems Analysis will seed native grasses and forbs across the Upland Habitat mitigation area to comply with the Buckman Direct Diversion Habitat Mitigation Plan. The Upland Habitat area is currently composed of native shrubs of variable densities and widely scattered juniper and saltcedar trees, but is relatively void of native perennial grasses and forbs. This project will involve purchasing a diverse native seed mix and hand seeding an approximately 14-acre area along Canada Ancha (Figure 1). The goal is to increase perennial herbaceous plant diversity and cover.

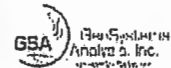
Hand seeding is required to avoid damaging existing native shrubs and to minimize impacts on biological soil crusts (i.e., cryptogamic soil) that are important for stabilizing soils against erosion and providing valued sources of plant nutrients. The seeding mix (Table 1) will be applied at a rate of approximately 42 pounds/acre and will include cool and warm season perennial grasses and perennial forbs. Field crews will minimize damage, to the extent practicable, to the biological soil crusts. Seeding will be performed in late June/early July 2015 prior to typical start of the summer monsoon season.

The cost for performing this task, including seed, labor, materials and incidentals is \$49,000.00, exclusive of New Mexico GRT.



Buckman Direct Diversion Upland Seeding Area Map

Source(s): Base Map Imagery
served online via ESRI Base
Map Server.
Geographic Projection of each
data frame = UTM, NAD 1983,
Zone 13N.
Map created by Todd Caplan,
GeoSystems Analysis, Inc.
February 17, 2015



Source(s): National Geographic
served online via ESRI Base Map Server.

Figure 1. Seeding Area Map

Table 1. Proposed seed mix and seeding rate.

Scientific name	Common Name	Life Form	Season/ Duration	Adapted to Coarse Textured Soils	Adapted to Medium Textured Soils	Adapted to Fine Textured Soils	# seeds/ ft ²	# seeds / acre	# seeds/pound	pounds pl ^s / acre	Total pounds (assuming 14-acres)
<i>Achnatherum hymenoides</i>	Indian ricegrass	grass	cool	Yes	Yes	No	25	1,089,000	141,000	7.72	108
<i>Bouteloua curtipendula</i>	Sideoats grama	grass	warm	Yes	Yes	Yes	20	871,200	191,000	4.56	64
<i>Bouteloua gracilis</i>	Blue grama	grass	warm	Yes	Yes	Yes	25	1,089,000	825,000	1.32	18
<i>Cleome serrulata</i>	Rocky Mountain Beepplant	forb	annual	No	Yes	Yes					
<i>Elymus elymoides</i>	Squirrel tail	grass	cool	No	Yes	Yes	3	130,680	65,900	1.98	28
<i>Hellanthus annuus</i>	Annual sunflower	forb	annual	Yes	Yes	Yes	20	871,200	192,000	4.54	64
<i>Lophochlaena dubia</i>	Green sprangletop	grass	cool	Yes	Yes	Yes	3	130,680	58,500	2.23	31
<i>Oenothera pallida</i>	Pale evening primrose	forb	perennial	Yes	Yes	No	15	217,800	538,000	0.40	6
<i>Pascopyron smithii</i>	Western wheat	grass	cool	No	Yes	Yes	3	130,680	512,000	0.26	4
<i>Plouropilus jamaeii</i>	Galleta	grass	warm	Yes	Yes	Yes	20	871,200	110,000	7.92	111
<i>Sporobolus airoides</i>	Alkali sacaton	grass	warm	Yes	Yes	No	25	1,089,000	159,000	6.85	96
<i>Sporobolus cryptandrus</i>	Sand dropseed	grass	warm	Yes	Yes	No	25	1,089,000	1,758,000	0.62	8
<i>Solaria vulpissia</i>	Rains bristlegrass	grass	warm	Yes	Yes	No	25	1,089,000	5,298,000	0.21	3
TOTAL							234	1,089,000	293,000	3.72	52
									42.33		593



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

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

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

2 Name of Contractor Geosystems Inc.

3 Complete information requested ☒ Plus GRT

☐ Inclusive of GR1

Original Contract Amount: \$81,395.00

Termination Date: _____

☒ Approved by BDDB Date: June 30, 2013

☐ or by Project Manager Date: _____

Contract is for: Mititagtion

Amendment # 4 to the Original Contract# 12-1008

Increase/(Decrease) Amount \$ 49000

Extend Termination Date to: na

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: Increase scope, comp

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

☐ Inclusive of GR1

Amount \$ 81,395.00 of original Contract# 12-1008 Termination Date: 6/30/2013

Reason: _____

Amount \$ 0.00 amendment # 1 Termination Date: 6/30/2014

Reason: term extension

Amount \$ 35,800.00 amendment # 2 Termination Date: na

Reason: Increase comp and scope

Amount \$ 70,171.00 amendment # 3 Termination Date: 6/30/2015

Reason: comp scope and term

Total of Original Contract plus all amendments: \$ 236,366



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

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

RFP# _____ Date: _____

RFQ ☒ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

7 Funding Source: _____ **BU/Line Item:** _____ **7280000**

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

9 Staff Contact who completed this form: Maya Martinez

Phone # 955-4271

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:



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

Memo

DATE: April 2, 2015
TO: Buckman Direct Diversion Board
FROM: Mackie Romero, BDD Financial Manager

ITEM AND ISSUE:

Request approval of a Budget Adjustment to the adopted FY14/15 Operating Budget.

BACKGROUND AND SUMMARY:

The Buckman Direct Diversion prepares monthly budget projections which are used to evaluate current and future spending. These projections assist in determining our financial needs by budgeted line item. Our current projections indicate a possible shortfall in the following two line items.

520150- Repair & Maintenance - System Equipment – This line item is used to expense all system equipment repairs and maintenance. We currently have an amendment and funding approval for the repair of several pumps, to be completed by the end of the fiscal year. These repairs were not in our original allocation of the budgeted amount; therefore we do anticipate a shortfall of about \$120,000. Our current budget amount in this line item is \$254,669.

514150 – Landfill Tip Fees- based on current on prior year spending we are projecting to expend about \$70,000 in solids disposal, we currently have \$50,000 budgeted in this line item.

We request to utilize a portion of our vacancy savings to make the funds available for spending in these line items shall the need arise. Any unexpended amounts will remain in the fund as uncommitted budget. The following request will not cause an increase to our current operating budget. The BDD Working Capital and Billing Policy states any budget adjustments by major category requires BDD Board Approval.



ACTION REQUESTED:

Staff recommends approval of the attached Budget Adjustments Request Forms to move a total of \$140,000 of vacancy savings from Salaries to the below line items for FY14/15.

<u>Category</u>	<u>Business Unit/Line Item/Description</u>	<u>Amount</u>
Personnel	7280000.500110 Salaries	(\$140,000)
Solids	7280000.514150 Landfill Tip Fees	\$20,000
Materials & Supplies	7280000.520150 Repair & Maint- System Equip	\$120,000

FY 2014/2015 Total Budget Net Effect \$0

Approved by BDDDB April 2, 2015

Joseph M. Maestas, BDDDB Chairman



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 17, 2015
To: Buckman Direct Diversion Board
From: Michael Dozier Interim Operations Superintendent MD
Subject: Request approval to procure analytical equipment from Hach.

Requested Action:

Buckman Direct Diversion (BDD) is requesting Board Approval for the procurement of Hach equipment used to monitor Chlorine and pH for compliance purposes.

Background:

The City of Santa Fe (CSF) purchasing department is requiring Board Approval for any new purchases with the Hach Company this fiscal year (2014-2015). The CSF purchasing department requires Board Approval for expenditures over \$50,000 per fiscal year. In fiscal year 2014-2015 CSF and BDD combined purchases have met the \$50,000 limit.

Recommended Action:

BDD Board approval for Hach Procurement.

Fund Source	Business Unit/Line Item/Description	Amount
FY 2014/2015	7280000.520150 Repair & Maint System Equip	\$13,851.24

Approved by BDDDB April 2, 2015

Joseph M. Maestas, BDDDB Chairman





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

Memorandum

Date: December 10, 2014

To: Robert Rodarte, Purchasing Director, City of Santa Fe

To: Charles Vokes, Facility Manager, Buckman Direct Diversion *CV*

From: Michael Dozier, Interim Chief Plant Operator, Buckman Direct Diversion *MD*

Subject: Hach Equipment replacement

Requested Action:

This is a request for the consideration and approval of an exemption for competitive procurement for Hach Company equipment.

Background:

Buckman Direct Diversion (BDD) is requesting replacement of Booster 4A and 5A inline pH and Free Chlorine monitoring equipment. Current inline equipment has proven unreliable and not cost effective. Replacement inline equipment has been tested for reliability and cost effectiveness on our finished water storage system for seven months. Furthermore, the replacement equipment can be serviced through Hach service agreements already in place at BDD. This equipment is of high priority for the verification of water released from BDD for current federal and state drinking water compliance.

☒ **Approved**

☐ **Disapproved**

Robert Rodarte, Purchasing Director





Quotation

Quote Number: 100047795v4

Use quote number at time of order to ensure that you receive prices quoted

Hach Company
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 11/24/2014

Quote Expiration: 01/23/2015

City of Santa Fe - Public Utilities

Name: Kendall Crowe
Phone: 5059554520
Email: kdcrowe@ci.sante-fe.nm.us

Sales Contact: Scott Balster Email: sbalster@hach.com Phone: 800-227-4224

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Extended Price
1	2980900	aa KTO: CLF10sc, sc200 SINGLE INPUT, pHd	2	4,694.00	9,388.00
2	9334600	KIT, NETWORK MODULE, POWERED 4-20mA OUTPUT, sc200, HACH	3	303.00	909.00
3	SB-P1SV-005	(5)PEEK Saltbridge,Kynar OJ, Equi-Tr Fill,Viton O	1	305.00	305.00
4	2081699GP	Brush W/SS HANDLE (LONG)	6	60.00	360.00
5	WRTUPGCLF10SC	Comprehensive warranty upgrade includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	2	1,110.00	2,220.00
6	WRTUPGSC200	Comprehensive warranty upgrade includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 1 on-site factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	2	225.00	450.00
				Shipping and Handling Charges	\$ 219.24
				Grand Total	\$ 13,851.24

TERMS OF SALE

Freight: Ground Prepay and Add

FOB: Origin

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract". In accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days

Sales Contact:

Name: Scott Balster
Title: Inside Sales
Phone: 800-227-4224
Email: sbalster@hach.com

Prepared By:

Name: Michelle Mathewson
Title: Field Sales Support Specialist II
Phone: 800-227-4224 X6385
Email: mmathews@hach.com

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-statement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection.

including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's Information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or additions or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes, additions or improvements to Products ordered by Buyer unless specifically agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach

Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, trouble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



Quotation Addendum

HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

ADVANTAGES OF WORKING WITH HACH

<u>Technical Support</u>	<u>SIRR Delivery Program</u>	<u>Hach WarrantyPlus™ Upgrade</u>
Provides post-sale instrumentation and application support	The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents	Instrument Protection and Service
✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.	✓ Lower inventory costs and fresh supplies	✓ Savings of more than 20% versus a "pay as you go" approach
✓ Available via phone, e-mail, or live online chat at Hach.com	✓ Reduced paperwork – one purchase order for the entire year	✓ Freedom from maintenance
✓ Toll-free phone: 800-227-4224	✓ Automatic shipments on your schedule	✓ Worry-free compliance with Hach's certification
✓ E-mail: techhelp@hach.com	✓ Easier budgeting	✓ Fixed maintenance budget for the entire year
www.Hach.com	www.Hach.com/sirr	www.Hach.com/warrantyplus

ADVANTAGES OF SIMPLIFIED FREIGHT

<u>Safe & Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
✓ Receive tracking numbers on your order acknowledgement	✓ No need to set up deliveries for orders or to schedule pickup	✓ No additional invoice to process – save on time and administrative costs
✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ Hach ships simplified freight orders as the product is available at no additional cost	✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED FREIGHT CHARGES ^{1, 2, 3}						Collect ⁴ Handling Fee Effective 8/16/2014
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.79
\$50.00 - \$199.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19	\$7.99
\$200.00 - \$449.99	\$30.89	\$79.43	\$161.79	\$100.23	\$195.06	\$8.47
\$450.00 - \$749.99	\$41.67	\$108.95	\$216.88	\$136.20	\$263.73	\$8.89
\$750.00 - \$999.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00	\$9.17
\$1,000.00 - \$2,249.99	\$66.39	\$130.75	\$255.01	\$154.73	\$307.33	\$9.49
\$2,250.00 - \$4,999.99	\$79.47	\$174.35	\$294.25	\$181.98	\$336.76	\$11.32
\$5,000.00 - \$9,999.99	\$112.79	\$201.60	\$338.94	\$213.59	\$365.10	\$16.83
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$29.49

- Freight charges shown are only applicable to orders billing and shipping to U.S. destinations. Freight charges will be prepaid and added to invoice. Freight for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Freight charges are subject to change without notice.
- Additional freight charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional freight charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect freight terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.



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

Memorandum

Date: 3/31/2015
To: BDD Board
From: Daniela Bowman, BDD Regulatory Compliance Officer
Subject: 1st Quarter of 2015 Update on Environmental Compliance

OKB

NPDES Program

- ✚ No new activities to report. BDD is in compliance with its NPDES permit.

SDWA Program

- ✚ Results from the annual NMED and BDD sampling of finished water confirmed compliance with drinking water standards.
- ✚ BDD submitted its Consumer Confidence Report (CCR) to NMED and City of Santa Fe.

Solid Waste Disposal Program

- ✚ By the end of March 2015, BDD has processed 263.6 tons of solid waste.
- ✚ Waste analyses of the solids demonstrated that disposed solids met the waste limits set for non-hazardous waste, and therefore, BDD is in compliance with its Disposal Management Plan.

BDD & LANL MOU – Early Notification System and Water Quality Monitoring Program

- ✚ BDD Board approved the new MOU.
- ✚ BDD is preparing a MOU Report which will present the results from the 2011 through 2014 MOU programs.

RCRA Waste Disposal Program

- ✚ No new activities to report.

EPCRA Program

- ✚ The Tier II Report was submitted to NM DHSEM and to the local government agencies.



Nancy R. Long
Mark E. Komer

Little V. West
Justin W. Miller



Long, Komer & Associates

Attorneys and
Counselors at Law

MEMORANDUM

To: Buckman Direct Division Board

From: Nancy R. Long *nrL*

Date: For April 2, 2015 Board Meeting

RE: Election of Chair and Vice Chair

The Joint Powers Agreement between the City and the County establishing the Buckman Direct Diversion Board provides that the Board shall annually elect a Chairperson and a Chairperson Pro-Tempore (Vice Chair).

The Rules of Order for the Board, amended this year, to change the month in which the election of officers is held (among other terms) provide that:

During the April meeting of each year, a Chair and Vice-Chair of the Board shall be elected. The Chair position shall rotate between a City and County member each year. The Vice-Chair shall be elected from the opposite entity. Elections shall also be held when required to fill any vacancy that occurs in the Chair or Vice-Chair position.

Since the Chair elected at the last election (April 2014) was a City Councilor, the Chair to be elected at this meeting, shall be a member of the County Commission and the Vice-Chair shall be a City Councilor. Customarily, the new Chair begins presiding as Chair at the next scheduled board meeting.