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

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

DATE: March 23, 2015

SUBJECT: 43rd Monthly Update on Drought and Water Resource Management

CURRENT UPDATE – GENERAL WATER RESOURCE MANAGEMENT

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:

ENS0-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

<table>
<thead>
<tr>
<th>Well Type</th>
<th>City Wells</th>
<th>Buckman Wells</th>
<th>CRWTP</th>
<th>BRWTP</th>
<th>Other Wells (Osage, MRC, etc)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>00.0 mg/m</td>
<td>0.00 mg/m</td>
<td>71.95 mg/m</td>
<td>98.73 mg/m</td>
<td>0.00 mg/m</td>
</tr>
<tr>
<td></td>
<td>00.0 af/m</td>
<td>0.00 af/m</td>
<td>220.82 af/m</td>
<td>302.95 af/m</td>
<td>0.00 af/m</td>
</tr>
</tbody>
</table>

Upper Santa Fe River/CRWTP

<table>
<thead>
<tr>
<th>Date</th>
<th>Total Combined Reservoir Level</th>
<th>Santa Fe Snow Gage</th>
<th>Reservoir Inflow</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 23, 2015</td>
<td>9.50%</td>
<td>49.00 inches</td>
<td>8.44 MGD</td>
</tr>
<tr>
<td>5-Year Average for This Date (2010 – 2014)</td>
<td>45.35 %</td>
<td>32.40 inches</td>
<td>1.53 MGD</td>
</tr>
</tbody>
</table>

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 bypassed 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.
Reservoir Volumes

DATA THROUGH FEB 28, 2015

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

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 reservoir 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 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 355,000 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 Table

<table>
<thead>
<tr>
<th>Reservoir</th>
<th>Capacity</th>
<th>Current Storage</th>
<th>Max Storage</th>
<th>One-Month Change in Storage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Lake Powell</td>
<td>45%</td>
<td>11,024.0</td>
<td>24,322.0</td>
<td>-122.0</td>
</tr>
<tr>
<td>2. Lajita/Mead</td>
<td>41%</td>
<td>10,788.0</td>
<td>26,159.0</td>
<td>29.0</td>
</tr>
<tr>
<td>3. Lake Mohave</td>
<td>92%</td>
<td>1,656.0</td>
<td>1,810.0</td>
<td>-39.0</td>
</tr>
<tr>
<td>4. Lake Havasu</td>
<td>93%</td>
<td>578.0</td>
<td>619.0</td>
<td>-7.2</td>
</tr>
<tr>
<td>5. Lyman</td>
<td>14%</td>
<td>4.2</td>
<td>30.0</td>
<td>0.1</td>
</tr>
<tr>
<td>6. San Carlos</td>
<td>16%</td>
<td>141.7</td>
<td>875.0</td>
<td>33.0</td>
</tr>
<tr>
<td>7. Verde River</td>
<td>44%</td>
<td>125.1</td>
<td>287.4</td>
<td>10.6</td>
</tr>
<tr>
<td>8. Salt River System</td>
<td>64%</td>
<td>1,103.3</td>
<td>2,025.8</td>
<td>48.7</td>
</tr>
</tbody>
</table>

*KAF: thousands of acre-feet

Reservoir Volumes Table

<table>
<thead>
<tr>
<th>Reservoir</th>
<th>Capacity</th>
<th>Current Storage</th>
<th>Max Storage</th>
<th>One-Month Change in Storage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Navajo</td>
<td>65%</td>
<td>1096.4</td>
<td>1,896.0</td>
<td>5.7</td>
</tr>
<tr>
<td>2. Heron</td>
<td>61%</td>
<td>490.0</td>
<td>600.0</td>
<td>-0.8</td>
</tr>
<tr>
<td>3. El Vado</td>
<td>9%</td>
<td>17.2</td>
<td>190.3</td>
<td>3.9</td>
</tr>
<tr>
<td>4. Abiquiu</td>
<td>11%</td>
<td>133.8</td>
<td>1,192.8</td>
<td>1.6</td>
</tr>
<tr>
<td>5. Cochiti</td>
<td>10%</td>
<td>48.9</td>
<td>481.0</td>
<td>0.7</td>
</tr>
<tr>
<td>6. Bluewater</td>
<td>6%</td>
<td>2.4</td>
<td>38.5</td>
<td>0.0</td>
</tr>
<tr>
<td>7. Elephant Butte</td>
<td>15%</td>
<td>328.7</td>
<td>2,195.0</td>
<td>37.6</td>
</tr>
<tr>
<td>8. Caballo</td>
<td>5%</td>
<td>35.3</td>
<td>332.0</td>
<td>1.4</td>
</tr>
<tr>
<td>9. Lake Avalon</td>
<td>79%</td>
<td>3.2</td>
<td>4.0</td>
<td>-0.3</td>
</tr>
<tr>
<td>10. Branley</td>
<td>8%</td>
<td>84.5</td>
<td>1,000.2</td>
<td>1.6</td>
</tr>
<tr>
<td>11. Sumner</td>
<td>47%</td>
<td>48.3</td>
<td>102.0</td>
<td>3.3</td>
</tr>
<tr>
<td>12. Santa Rosa</td>
<td>16%</td>
<td>69.3</td>
<td>438.3</td>
<td>-0.2</td>
</tr>
<tr>
<td>13. Costilla</td>
<td>25%</td>
<td>4.0</td>
<td>16.0</td>
<td>0.4</td>
</tr>
<tr>
<td>14. Conchas</td>
<td>33%</td>
<td>84.5</td>
<td>254.2</td>
<td>-0.1</td>
</tr>
<tr>
<td>15. Eagle Nest</td>
<td>23%</td>
<td>18.3</td>
<td>79.0</td>
<td>0.7</td>
</tr>
</tbody>
</table>

* in KAF = thousands of acre-feet
March Southwest Climate Outlook

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

March 17, 2015

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

Online Resources

Figure 18 & 2
NOAA/NWS - Advanced Hydrologic Prediction Service
http://www.nws.noaa.gov/ahp

Figure 3
High Plains Regional Climate Center
https://www.hpcc.unl.edu/

Figure 4 & 7
Natural Resources Conservation Service
http://www.nrcs.usda.gov/wps/portal/nc/nrcs

Figure 5
National Drought Mitigation Center
http://drought.unl.edu/

Figure 6
NOAA - Climate Prediction Center
http://www.cpc.ncep.noaa.gov/products/forecasts/
MEMORANDUM

Date: May 22, 2014

To: Buckman Direct Diversion Board

From: Rick Carpenter, BDD Project Manager

Subject: Contract Amendment of $49,000 (Exclusive on NM GRT) for Geosytems 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.
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 "BDDB") and GeoSystems Analysis Inc. ("Contractor"). The date of this Amendment shall be the date when it is executed by the BDDB Chair.

RECITALS

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

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 BDDB 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 BDDB 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 BDDB 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, BBDB 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 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.

The cost for performing this task, including seed, labor, materials and incidentals is $49,000.00, exclusive of New Mexico GRT.
Table 1. Proposed seed mix and seeding rate.

<table>
<thead>
<tr>
<th>Scientific name</th>
<th>Common Name</th>
<th>Life Form</th>
<th>Duration</th>
<th>Season</th>
<th>Adapted to Coarse Textured Seeds</th>
<th>Adapted to Medium Textured Seeds</th>
<th>Adapted to Fine Textured Seeds</th>
<th># seeds/ft²</th>
<th># seeds/acre</th>
<th>Seeds/pound</th>
<th>pounds/acre (assuming 1% acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Achnatherum hymenoides</td>
<td>Ribgrass</td>
<td>grass</td>
<td>warm</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>25</td>
<td>1,089,000</td>
<td>141,000</td>
<td>7.72</td>
<td>108</td>
</tr>
<tr>
<td>Bouteloua curtipendula</td>
<td>Sideoats</td>
<td>grass</td>
<td>warm</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>20</td>
<td>871,200</td>
<td>116,000</td>
<td>4.56</td>
<td>64</td>
</tr>
<tr>
<td>Bouteloua gracilis</td>
<td>Blue grama</td>
<td>grass</td>
<td>warm</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>25</td>
<td>1,066,000</td>
<td>135,000</td>
<td>1.32</td>
<td>18</td>
</tr>
<tr>
<td>Cleome serrulata</td>
<td>Rocky Mountain Beeplant</td>
<td>forb</td>
<td>annual</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>3</td>
<td>130,600</td>
<td>16,900</td>
<td>1.08</td>
<td>20</td>
</tr>
<tr>
<td>Elymus glaucus</td>
<td>Squirrel tail</td>
<td>grass</td>
<td>cool</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>20</td>
<td>871,200</td>
<td>116,000</td>
<td>4.54</td>
<td>64</td>
</tr>
<tr>
<td>Helianthus annuus</td>
<td>Annual sunflower</td>
<td>forb</td>
<td>annual</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>3</td>
<td>130,600</td>
<td>16,900</td>
<td>2.23</td>
<td>31</td>
</tr>
<tr>
<td>Lepidium densiflorum</td>
<td>Green sprangletop</td>
<td>grass</td>
<td>cool</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>15</td>
<td>217,600</td>
<td>28,400</td>
<td>0.40</td>
<td>6</td>
</tr>
<tr>
<td>Cenchrus pallidus</td>
<td>Pale evening primrose</td>
<td>forb</td>
<td>perennial</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>3</td>
<td>110,600</td>
<td>14,100</td>
<td>0.26</td>
<td>4</td>
</tr>
<tr>
<td>Paronychium annulatum</td>
<td>Western wheat</td>
<td>grass</td>
<td>cool</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>20</td>
<td>871,200</td>
<td>116,000</td>
<td>7.92</td>
<td>111</td>
</tr>
<tr>
<td>Pleuraphis jamesii</td>
<td>Oatgrass</td>
<td>grass</td>
<td>warm</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>25</td>
<td>1,090,000</td>
<td>141,000</td>
<td>6.85</td>
<td>66</td>
</tr>
<tr>
<td>Sporobolus douglasii</td>
<td>Aka Saba bana</td>
<td>grass</td>
<td>warm</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>25</td>
<td>1,066,000</td>
<td>135,000</td>
<td>1.32</td>
<td>18</td>
</tr>
<tr>
<td>Sporobolus cryptandrus</td>
<td>Sand dropseed</td>
<td>grass</td>
<td>warm</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>25</td>
<td>1,090,000</td>
<td>141,000</td>
<td>3.72</td>
<td>52</td>
</tr>
<tr>
<td>Salvia xprofitata</td>
<td>Bluegrasses</td>
<td>grass</td>
<td>cool</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>25</td>
<td>1,090,000</td>
<td>141,000</td>
<td>3.72</td>
<td>52</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>234</strong></td>
<td><strong>3123</strong></td>
<td><strong>593</strong></td>
<td></td>
</tr>
</tbody>
</table>
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 GRT

   Original Contract Amount: $81,395.00

   Termination Date: __________________________

   ☑ Approved by BDDB Date: June 30, 2013
   □ or by Project Manager Date: __________________________

Contract is for: Mitigation

Amendment # 4 to the Original Contract# 12-1008

Increase/(Decrease) Amount $49,000

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 GRT

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

RFP# _____________________________ Date: _____________________________

RFQ ☐ _____________________________ Date: _____________________________

Sole Source ☐ _____________________________ Date: _____________________________

Other _____________________________ Date: _____________________________

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:
Memo

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

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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.

<table>
<thead>
<tr>
<th>Category</th>
<th>Business Unit/Line Item/Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>7280000.500110 Salaries</td>
<td>($140,000)</td>
</tr>
<tr>
<td>Solids</td>
<td>7280000.514150 Landfill Tip Fees</td>
<td>$20,000</td>
</tr>
<tr>
<td>Materials &amp; Supplies</td>
<td>7280000.520150 Repair &amp; Maint- System Equip</td>
<td>$120,000</td>
</tr>
</tbody>
</table>

**FY 2014/2015 Total Budget Net Effect** $0

Approved by BDDB April 2, 2015

Joseph M. Maestas, BDDB Chairman
Memorandum

Date: March 17, 2015
To: Buckman Direct Diversion Board
From: Michael Dozier Interim Operations Superintendent
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.

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Business Unit/Line Item/Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>FY 2014/2015</td>
<td>7280000.520150 Repair &amp; Maint System Equip</td>
<td>$13,851.24</td>
</tr>
</tbody>
</table>

Approved by BDDB April 2, 2015

Joseph M. Maestas, BDDB Chairman
Memorandum

Date: December 10, 2014
To: Robert Rodarte, Purchasing Director, City of Santa Fe
To: Charles Vokes, Facility Manager, Buckman Direct Diversion
From: Michael Dozier, Interim Chief Plant Operator, Buckman Direct Diversion
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

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

**Quote Number:** 100047795v4  
**Quote Date:** 11/24/2014  
**Quote Expiration:** 01/23/2015

City of Santa Fe - Public Utilities  
Name: Kendall Crowe  
Phone: 505-955-8420  
Email: kcrowe@cl.sante-fe.nm.us

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

### PRICING QUOTATION

<table>
<thead>
<tr>
<th>Line</th>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2980900</td>
<td>269 KTO: CLF10sc, sc200 SINGLE INPUT, pHD</td>
<td>2</td>
<td>4,694.00</td>
<td>9,388.00</td>
</tr>
<tr>
<td>2</td>
<td>9334600</td>
<td>KIT, NETWORK MODULE, POWERED 4-20mA OUTPUT, sc200, HACH</td>
<td>3</td>
<td>303.00</td>
<td>909.00</td>
</tr>
<tr>
<td>3</td>
<td>58-P15V-005</td>
<td>(5)PEEK Saltbridge, Kynar OJ, Equil-Tr Fill, Viton O</td>
<td>1</td>
<td>305.00</td>
<td>305.00</td>
</tr>
<tr>
<td>4</td>
<td>2081699GP</td>
<td>Brush W/SS HANDLE (LONG)</td>
<td>6</td>
<td>60.00</td>
<td>360.00</td>
</tr>
<tr>
<td>5</td>
<td>WRTUPGCLF10SC</td>
<td>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 &quot;down&quot; 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.</td>
<td>2</td>
<td>1,110.00</td>
<td>2,220.00</td>
</tr>
<tr>
<td>6</td>
<td>WRTUPGSC200</td>
<td>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 &quot;down&quot; 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.</td>
<td>2</td>
<td>225.00</td>
<td>450.00</td>
</tr>
</tbody>
</table>

**Shipping and Handling Charges:** $219.24  
**Grand Total:** $13,851.24

### TERMS OF SALE

**Freight:** Ground Prep 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 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 packaging 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 and site, 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
HACH COMPANY | 5600 Lingleigh Drive | PO Box 589 | Loveland, Colorado 80539 | P 970 669 3050 | F 970 559 2932 | hach.com

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured, assembled, supplied, or provided by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser ("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-issued 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 the offer and sale or exchange 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: (i) Buyer's execution and return of a contract of sale ("Contract") in accordance with these Terms & Conditions; (ii) Buyer's issuance of a purchase order document against Hach's offer; (iii) acknowledgement of Buyer's order by Hach; or (iv) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that modify, 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 failure charges for the contract fees 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 thirty (30) days' prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-shipment fees may apply upon cancellation or expiration of service programs. Buyer may cancel an order or any portion thereof at any time 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 (Incorporated 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 final 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 FOB Hach's facility to FOB or destination. Standard contract 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. No 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 inspect or test the nonconforming product at its option, and Buyer will be deemed to have accepted any Products delivered hereunder to have waived any such right of inspection. 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; warehouse fees; cleaning fees; VAT; income or other similar taxes levied by any government, state, or local authority; U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. All prices are subject to change without notice. All orders will be filled in the order received and at the then-current price unless otherwise noted.

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 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 address given or by wire transfer to the account stated on the invoice or, for orders placed online, by online payment method. Hach may require cash or credit card payment in advance of delivery. In the event payment is not made or made in a timely manner, Hach may, in its sole discretion, and without limitation, suspend 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 the Products on a cash-with-delivery basis even though 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; (e) lower the price per month or part thereof of delinquent payments by any applicable sales 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 but permitted by law. Buyer is prohibited from soliciting, receiving, or paying any person or entity other than Hach for any discounts or rebates or other consideration.

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 containing specific reference to the good purchased, which for 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-functional 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 by statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose are hereby excluded. The remedy for Nonconformity as provided by this Contract is remedied in the event that such remedy is not a sufficient compensation.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors and assigns, 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, damages, expenses or other liabilities, whether caused by, arising out of, or in any way relating 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.

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) or Products that Hach agrees to defend, indemnify and hold harmless Buyer and Hach Indemnified Parties against all losses, claims, damages, expenses or other liabilities, whether caused by, arising out of, or in any way relating 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.

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.
SOFTWARE. As licensees 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 for Buyer's benefit 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 open source 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. Buyer will be responsible for the management, governance, 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 handle Proprietary Information. Buyer has 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 proprietary software, including but not limited to the 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 to any products of the same general class as any here described without liability or duty to incorporate such changes, additions or improvements to Products ordered by Buyer unless specifically agreed upon in writing before the Products' delivery date. Special orders for products to be performed as a result of the following conditions will be subject to additional changes for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, or accelerations in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manual(s); (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or riot(s); (e) services outside standard business hours; (f) site network not complete per proposal; or (g) any repair(s) required to ensure equipment meets manufacturer's specifications under which current contract agreement is approved. Buyer has 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 proprietary software, including but not limited to the 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.

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 all data at risk, 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 necessary 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 all expenses incurred 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 prescribed in Hach's catalogues and literature. Unless excepted, Buyer agrees to use Products for the purpose for which it was designed and intended. Buyer will not sell, transfer, assign or sublicense any Product or any component thereof except as may be expressly authorized by Hach. Buyer will not, under any circumstances, assign, transfer, sell, or sublicense any Product or technology for use in activities which involve the design, development, production, use or marketing of atomic, chemical, biological or nuclear weapons or nuclear warheads, or use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all laws, federal, state and local, or other laws of any jurisdiction generally related to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract. Induced but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid, transferred, directly or indirectly, by any person or entity to any government official, government employee, or employee of any company in connection with any 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 any improper advantage with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to exercise "due diligence" if aware of any violation of law, regulation, or any Standard ("SOC") in relation to this Contract. See https://www.ethicalbusiness.com.com and www.dash4thehiringpolicy.com for a copy of the SOC and for access to our Halpin Portal.

16. 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 perform or enforce any part 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 a waiver of any rights or privileges, conditions, or terms, and same will continue and remain in force and effect as if no waiver had occurred.

17. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, indirect, 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; 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, tort or otherwise (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 circumstances exceed the aggregate sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

18. 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 California, without regard to conflicts of law principles or laws relating to conflicts of laws. If any provision of this Contract, violates any Federal, State or local statutes or regulations of any country having jurisdiction of this transactions or its right for any reason, said provision shall be self-correcting without affecting the validity of the remaining provision. 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 California, U.S.A. if Buyer has minimum contacts with California and the U.S. (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S., but not California, 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 of any kind. Any 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 both parties. Each party waives any objection to the exclusion of 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.
**HACH COMPANY**

**Headquarters**
P.O. Box 399
5500 Lindbergh Drive
Loveland, CO 80539-0389

**Purchase Orders**
PO Box 608
Loveland, CO 80539-0006

**Website**: www.hach.com

**U.S.A.**
Phone: 800-227-4224
Fax: 970-669-2032
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

**Remittance**
2201 Collections Center Drive
Chicago, IL 60603

**Wire Transfers**
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8769502836
Routing (ABA): 071000039

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**ADVANTAGES OF WORKING WITH HACH**

**Technical Support**
Provides post-sale instrumentation and application support
✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.
✓ Available via phone, e-mail, or live online chat at Hach.com!
✓ Toll-free phone: 800-227-4224
✓ E-mail: techhelp@hach.com

**Hach WarrantyPlus™ Upgrade**
Instrument Protection and Service
✓ Savings of more than 20% versus a "pay as you go" approach
✓ Freedom from maintenance
✓ Worry-free compliance with Hach’s certification
✓ Fixed maintenance budget for the entire year

**SIRIR Delivery Program**
The Scheduled Inventory Reagent Replacement (SIRIR) Program offers an uninterrupted supply of reagents
✓ Lower inventory costs and fresh supplies
✓ Reduced paperwork – one purchase order for the entire year
✓ Automatic shipments on your schedule
✓ Easier budgeting

**www.Hach.com/sirir**

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**ADVANTAGES OF SIMPLIFIED FREIGHT**

**Safe & Fast Delivery**
✓ Receive tracking numbers on your order acknowledgement
✓ Hach will assist with claims if an order is lost or damaged in shipment

**Save Time – Less Hassle**
✓ No need to set up deliveries for orders or to schedule pickup
✓ Hach ships simplified freight orders as the product is available at no additional cost

**Save Money**
✓ No additional invoice to process – save on time and administrative costs
✓ Only pay shipping once, even if multiple shipments are required

---

**STANDARD SIMPLIFIED FREIGHT CHARGES**

<table>
<thead>
<tr>
<th>Total Price of Merchandise Ordered</th>
<th>Standard Surface (Mainland USA)</th>
<th>Second Day Delivery (Mainland USA)</th>
<th>Next Day Delivery (Mainland USA)</th>
<th>Second Day Delivery (Alaska &amp; Hawaii)</th>
<th>Next Day Delivery (Alaska &amp; Hawaii)</th>
<th>Collect Handling Fee Effective 8/16/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00 - $49.99</td>
<td>$11.59</td>
<td>$29.99</td>
<td>$54.99</td>
<td>$64.99</td>
<td>$85.45</td>
<td>$7.79</td>
</tr>
<tr>
<td>$50.00 - $199.99</td>
<td>$17.79</td>
<td>$52.45</td>
<td>$86.97</td>
<td>$71.04</td>
<td>$106.19</td>
<td>$7.99</td>
</tr>
<tr>
<td>$200.00 - $499.99</td>
<td>$30.89</td>
<td>$79.43</td>
<td>$131.78</td>
<td>$100.23</td>
<td>$165.06</td>
<td>$8.47</td>
</tr>
<tr>
<td>$500.00 - $749.99</td>
<td>$41.07</td>
<td>$108.95</td>
<td>$218.68</td>
<td>$135.20</td>
<td>$283.73</td>
<td>$8.99</td>
</tr>
<tr>
<td>$750.00 - $999.99</td>
<td>$52.77</td>
<td>$114.40</td>
<td>$239.39</td>
<td>$141.65</td>
<td>$287.60</td>
<td>$9.17</td>
</tr>
<tr>
<td>$1,000.00 - $2,249.99</td>
<td>$68.39</td>
<td>$130.75</td>
<td>$256.01</td>
<td>$154.73</td>
<td>$307.33</td>
<td>$9.49</td>
</tr>
<tr>
<td>$2,250.00 - $4,999.99</td>
<td>$79.47</td>
<td>$174.35</td>
<td>$294.25</td>
<td>$181.89</td>
<td>$336.76</td>
<td>$11.32</td>
</tr>
<tr>
<td>$5,000.00 - $9,999.99</td>
<td>$112.79</td>
<td>$201.90</td>
<td>$338.94</td>
<td>$213.59</td>
<td>$365.10</td>
<td>$18.83</td>
</tr>
<tr>
<td>Over $10,000</td>
<td>2% of Net Order Value (Order Value + Order Value)</td>
<td>6% of Net Order Value (Order Value + Order Value)</td>
<td>6% of Net Order Value (Order Value + Order Value)</td>
<td>6% of Net Order Value (Order Value + Order Value)</td>
<td>6% of Net Order Value (Order Value + Order Value)</td>
<td>$29.49</td>
</tr>
</tbody>
</table>

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1. 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.

2. 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 overnight or 2nd day air during the cold weather months.

3. 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.

4. 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.

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**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.
Memorandum

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

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.

BDDB & 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.
MEMORANDUM

To: Buckman Direct Division Board

From: Nancy R. Long

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.