





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

## Memorandum

**Date:** November 3, 2016  
**To:** Buckman Direct Diversion Board  
**From:** Erick LaMonda, Interim Operations Superintendent  
**Subject:** Update on BDD Operations for the Month of October 2016

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**ITEM:**

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of October 2016. The BDD diversions and deliveries have averaged, in Million Gallons Daily (MGD) as follows:
  - a. Raw water diversions: 7.81 MGD Average
  - b. Finished Drinking water deliveries through Booster Station 4A: 5.17 MGD Average
  - c. Finished Drinking water deliveries through Booster Station 5A: 1.77 MGD Average
  - d. Raw water delivery to Las Campanas at BS2A: 21.578 MGD Total.
  - e. 2016 Raw water diversions year to date: 1,448.35 MGD Total  
2015 Raw water diversions for the same time period: 908.41 MGD Total
2. The BDD is providing approximately 69 percent of the water supply to the City and County for the month.
3. The current Drought Update Summary and Reservoir Storage Status are attached.



## **Drought, Monsoon/El Nino, and ESA Update**

NOAA has recently updated (10/13/16) ENSO (El Nino/La Niña) status to: **La Niña is favored to develop (~70% chance) in the Northern Hemisphere fall 2016 and slightly favored to persist (~55% chance) during winter 2016-17.** Dry conditions in 2016/17 could present significant challenges to all water purveyors, water utilities, and irrigators if there is not significant filling and carry-over storage in regional reservoirs. Regional reservoir levels on the Rio Grande and Chama Rivers are still low. Upper Santa Fe River reservoirs are low so City draw down has been reduced accordingly, with a corresponding increase in BDD diversions from the Rio Grande, and moderate increases in groundwater well use. Preliminary estimates are for an approximate 95%-100% delivery of full firm-yield of San Juan-Chama Project water. There are no water-related Endangered Species Act (ESA) updates. Updates on ESA issues will be made as needed. Rio Grande Compact Article VII storage restrictions went back into effect 4/22/16, which means the City will not be allowed to impound “native” runoff into Nichols and McClure Reservoirs above the pre-Compact pool of 1,061 AF (unless an exchange for water is made with the NMISC). Updates to this condition will be made as needed.

Most current City of Santa Fe 2015/2016 SJCP Reservoir Storage:

Heron:

4,839 AF. 2016 deliveries are at about 95% of annual total.

El Vado:

644 AF.

Abiquiu:

11,595 AF SJCP carry-over from previous years, no time limit to vacate due to storage agreement with ABCWUA

TOTAL:

17,078 AF






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## Memorandum

**Date:** November 3, 2016  
**To:** Buckman Direct Diversion Board  
**From:** Mackie M. Romero, BDD Financial Manager   
**Subject:** Contract with American Alternative Insurance Corp.

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### **ITEM AND ISSUE:**

Request approval to purchase additional flood insurance coverage with American Alternative Insurance Corp. for an additional premium of \$2,000.

### **BACKGROUND AND SUMMARY:**

Under the *Joint Power's Agreement, Section 23*, the Board is required to carry coverage separate and apart from the partner's respective policies:

*"The BDD Board shall obtain and carry public liability insurance coverage (including directors and officers coverage) consistent with the responsibilities of a public entity under the New Mexico Torts Claims Act, NMSA 1978...the BDD Board shall carry and maintain fire and extended coverage on all of the BDD Project buildings, structures and improvements, and upon all of the contents and other personal property..."*

On July 7<sup>th</sup> the BDD Board approved a policy with American Alternative Insurance Corp. for insurance coverage, including real property at a premium of \$140,053. This policy included flood coverage for \$1,000,000 on the following premises: the buildings at 341 Caja Del Rio, the Sediment Removal Facility, Booster Station 1A, Booster Station 2A and the Solar Array.

Our policy included an option to purchase an additional \$4,000,000 of flood insurance coverage for a premium of \$2,000. Based on the value of all the premises, we recommend the purchase of this additional coverage.

### **Coverage/Deductibles**

Flood – Limit of insurance \$5,000,000 (Each Occurrence, Annual Aggregate)

Deductible \$75,000



**RECOMMENDATION:**

Staff recommends the BDD Board approve the additional premium of \$2,000 to provide a total of \$5,000,000 in flood coverage to our policy.

Our approved FY16/17 budget request includes sufficient funding for this request.

<u>Fund Source</u>	<u>Business Unit/Line Item/Description</u>	<u>Amount</u>
FY 2016/2017	7280000.555250 Gen Liability Assessment	\$2,000

Approved by BDDDB November 3, 2016

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Councilor Carmichael A. Dominguez, BDDDB Chair





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

## Memorandum

**Date:** November 3, 2016  
**To:** Buckman Direct Diversion Board  
**From:** Mackie Romero, BDD Financial Manager   
**Subject:** Eaton Corporation, Professional Services Agreement

### **Item and Issue:**

Request approval of a Professional Service Agreement with Eaton Corporation in the amount of \$110,546 exclusive of NMGRT.

### **Background and Summary:**

The Buckman Direct Diversion currently uses variable frequency drives (VFD) at the Membrane Feed Station. The existing equipment for pumps #2 and #4 has failed and needs to be replaced. Therefore, staff contacted four suppliers to provide a quote to include drive manufacturer specifications. Based on these factors, staff recommends we purchase 2 new Eaton Clean Power VFD's to include testing and installation from Eaton Corporation. This agreement will also include a service contract to provide field personnel on as needed basis for servicing of existing electrical equipment. Eaton Corporation currently has an active NM State Price Agreement.

The Professional Services Agreement for \$110,546 exclusive of NMGRT consists of the following:

### **Feed Pump 2 & 4 VFD Replacement** – (SPA 70-000-16-00010)

- |                                  |                  |
|----------------------------------|------------------|
| • Feed Pump 2 Labor and Material | \$44,555         |
| • Feed Pump 4 Labor and Material | \$44,555         |
| • Project Discount 4%            | <u>(\$3,564)</u> |
| ○ Total                          | <u>\$85,546</u>  |

### **Field Service Technicians/Electrical Engineers** - (per GSA Contract: GS-06F-0023R)

- Annual Service Contract – as needed basis for an amount up to \$25,000 (plus NMGRT)





**Action Requested:**

Staff recommends approval of the Professional Services Agreement with Eaton Corporation in the amount of \$110,546 exclusive of NMGRF for purchase of equipment and services through June 30, 2017. Funding is available in the approved FY 2016/2017 operating budget.

BU/LI: Repair & Maintenance of System Equipment # 7280000.520150.320020 &  
System Equipment #7280000.570550.320020

Approved by BDDDB November 3, 2016

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Councilor Carmichael Dominquez,  
BDDDB Chair

**BUCKMAN DIRECT DIVERSION BDDDB  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
Eaton Corporation**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and Eaton Corporation ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the BDDDB.

**1. SCOPE OF SERVICES**

Contractor shall provide services for the BDDDB as follows and as described in Exhibit A:

- A. Provide the field service personnel, tools, materials and approved test equipment to supply, install and commission two new Eaton Clean Power VFDs to replace and remove existing Rockwell PowerFlex VFDs.
- B. Provide the Eaton field service engineers to test and complete the function testing of the VFDs.
- C. Provide an extended warranty on all products for an additional one year beyond the warranty provided by the manufacturer.
- D. Provide a comprehensive Engineering Report to include findings, test data and recommendations after completion of work.
- E. Provide field service personnel to the facility on an as needed basis for service of existing electrical equipment including, but not limited to, medium voltage system support, preventive maintenance and testing, emergency repair, thermographic surveys, protective relay calibration, and training (including safety and arc flash).

**2. STANDARD OF PERFORMANCE; LICENSES**

- A. Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor

shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Contractor's services are rendered.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

### **3. COMPENSATION**

A. Compensation under this Agreement shall be an amount up to one hundred ten thousand, five hundred forty-six dollars (\$110,546.00) plus applicable gross receipts tax, as described in Exhibit B.

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

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

### **4. APPROPRIATIONS**

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

### **5. TERM AND EFFECTIVE DATE**

This Agreement shall be effective when signed by the BDDDB and terminate June 30, 2017.

## **6. TERMINATION**

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

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

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

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

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

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

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

## **8. CONFIDENTIALITY**

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

## **9. CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

## **10. ASSIGNMENT; SUBCONTRACTING**

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

## **11. RELEASE**

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

## 12. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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



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

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

G. **Specific Provisions Required.**

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

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

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

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

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

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

### **13. INDEMNIFICATION**

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

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

#### **14. NEW MEXICO TORT CLAIMS ACT**

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

#### **15. THIRD PARTY BENEFICIARIES**

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

#### **16. RECORDS, DOCUMENT CONTROL AND AUDIT**

A. Contractor shall conform with and participate in the Document Control policies of the BDDDB or the City of Santa Fe. Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, all records that relate to the scope of services provided under this Agreement.

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by the City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDDB and the City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement

shall not foreclose the right of the BDDDB or the City of Santa Fe to recover excessive or illegal payments.

**17. APPLICABLE LAW; CHOICE OF LAW; VENUE**

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

**18. AMENDMENT**

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

**19. SCOPE OF AGREEMENT**

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

**20. NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin,

ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

## **21. SEVERABILITY**

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

## **22. NOTICES**

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

**BDDDB:** Facilities Manager  
Buckman Direct Diversion  
341 Caja Del Rio Road  
Santa Fe, NM 87506  
Email: cmvokes@ci.santa-fe.nm.us

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

**CONTRACTOR:** Eaton Corporation  
3810 Rutledge Road, Suite B  
Albuquerque, NM 87109  
Email: brockddarnell@eaton.com

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

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

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

**BUCKMAN DIRECT DIVERSION BDDDB**

By: \_\_\_\_\_  
Carmichael Dominguez, BDDDB Chair

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

  
Nancy R. Long, BDDDB Counsel

**APPROVED**

\_\_\_\_\_  
City Finance Director

7280000.520150.320020

**ATTEST**

\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk

File Date: \_\_\_\_\_

**CONTRACTOR:  
Eaton Corporation**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NM Taxation & Revenue

CRS # \_\_\_\_\_

City of Santa Fe Business

Registration # \_\_\_\_\_

# Exhibit A

## Scope of Services

### **Feed Pump 2 & 4 VFD Replacement**

- Provide the field service personnel, tools, materials and approved test equipment to supply, install and commission two new Eaton Clean Power VFDs to replace and remove existing Rockwell PowerFlex VFDs.
- Provide the Eaton field service engineers to test and complete the function testing of the VFDs.
- Provide an extended warranty on all products for an additional one year.
- Provide a comprehensive Engineering Report to include findings, test data and recommendations after completion of work.

### **Field Service Technicians/Electrical Engineers**

- Contractor will provide field service personnel to the facility on an as needed basis for service of existing electrical equipment including, but not limited to, medium voltage system support, preventive maintenance and testing, emergency repair, thermographic surveys, protective relay calibration, and training (including safety and arc flash).
- Contractor shall respond to service request within 48 hours from Albuquerque location and within 72 hours from Phoenix location.

### **Repairs and Replacement**

- All replacement parts and additional labor hours performed under this agreement will be authorized in writing by a work order signed by the BDD Maintenance Superintendent.

Each Work Order will set forth

- (i) The Work to be performed by the Contractor
- (ii) The period of performance
- (iii) The hourly rate and service time
- (iv) Fixed Price for materials and/or rentals
- (v) Other data as necessary



## Exhibit B

### Compensation

Pricing and Conditions as contained in NM Statewide price agreement 70-000-16-00010.

#### Feed Pump 2 & 4 VFD Replacement

- Feed Pump 2 Labor and Material      \$44,555
- Feed Pump 4 Labor and Material      \$44,555
- Project Discount 4%      (\$3,564)
  - Total      \$85,546

Item No.	Qty	Product	Description
	1	Adjustable Frequency Drives	Catalog Number: CPX25014AA, CPX Series, 480VAC, 250 HP (200 KW) HP, 300A IL, Enclosure: CPX NEMA Type 1, Low Overload (IL)
		Catalog No Designation	CPX25014AAB4K4P1PF*K8LALG 250HP
	Qty	List of Materials	
	1	CPX 250HP IL, 480V, NEMA Type 1	
	1	(LA) - Run Light (Green) 22mm	
	1	(LG) - Fault Light (Red) 22mm	
	1	(B4) - I/O Expander-Analog Input, 2 Analog Output	
	1	(K8) - Red E-Stop Pushbutton 22mm	
	1	(PF) - Output Filter (Up to 300 ft)	
	1	(P1) - Circuit Breaker	
	1	(K4) - HOA Switch	

#### Field Service Technicians/Electrical Engineers

- Annual Service Contract      An amount up to \$25,000 (plus applicable NM Gross Receipts) per year to be billed at Contractor's rates provided below.

Per GSA Contract: GS-06F-0023R

- Project Management Rate      \$210.00
- Field Service Specialist Rate      \$177.10
- Material Needed or Rental      20% over cost

4-hour minimum for travel and services performed in 1-4 hours. For travel and services performed in 5-8 hours, the minimum is 8 hours.



**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 Eaton Corporation

3 Complete information requested ☒ Plus GRT  
☐ Inclusive of GRT

Original Contract Amount: \$110,546.00

Termination Date: June 30, 2017

☒ Approved by BDDB Date: Pending

☐ or by Project Manager Date: \_\_\_\_\_

**Contract is for:** To provide Feed Pump 2 & 4 VFD Replacement and Annual Service Contract

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by BDDB Date: \_\_\_\_\_

☐ or by Facilities Manager Date: \_\_\_\_\_

**Amendment is for:** \_\_\_\_\_

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

Amount \$ 110,546.00 of original Contract# \_\_\_\_\_ Termination Date: 06/30/2017

Reason: To provide Feed Pump 2 & 4 VFD Replacement and Annual Service Contract

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 110,546



**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 NM State Price Agreement 70-000-16-00010

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

**7 Funding Source:** BDD Operating Fund **BU/Line Item:** 7280000.520150.320020

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

**9 Staff Contact who completed this form:** Mackie Romero

Phone # 955-4506

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

**Submit to City Attorney for review/signature**

Forward to Finance Director for review/signature

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

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

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

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

**Comments:**