

Buckman Direct Diversion Project

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

Date: September 3, 2013
To: Buckman Direct Diversion Board
From: Gary C. Durrant, Chief Operator BDD
Re: Update on BDD Operations for the month of August 2013

1. This memo is intended to update the BDD Board on BDD operations during the month of August. BDD diversions and deliveries have averaged, in Million Gallons Daily (MGD) as follows:
 - a) Raw water diversions: 0.730 MGD Average
 - b) Finished Drinking water deliveries through Booster Station 4A: 0.0 MGD Average
 - c) Finished Drinking water deliveries through Booster Station 5A: 0.264 MGD Average
 - d) Raw water delivery to Las Campanas at BS2A: 15.585 MG Total.
2. The BDD is currently providing a very low percentage of the water supply to the City and County for the month.
3. On Peak Pumping: The BDD has been pumping as much as possible. The last month has been very difficult with the heavy Monsoon rains. The rains and the low level of the Rio Grande have combined to make the river very dirty. There have also been problems with the screens at the diversion, one has been removed by the river and the other 4 have significant buildup of sediment on and around them. Several repair and cleaning actions have been taken already with additional work planned right away.
4. The BDD stopped diverting any native water starting Monday July 1st. With the unprecedented river flows anticipated on the Rio Grande in the coming weeks and months, the BDD Project has taken a proactive and preliminary step to halt all native diversions well ahead of any low flow trigger points in the Biological Opinion (BO).
5. Please see the following pages from the Monthly report to the Office of the State Engineer (OSE) for the month of July for accurate information about totals for July and year to date.



**Monthly Diversions under SP-2847-E, SP-4842, and SP-2847-N-A
July 2013**

BDD Diversion of San Juan-Chama Water	af	mg
Total SJC water arrived at the BDD diversion site	614.73	200.31
Total SJC diverted at BDD	476.30	155.20
Total SJC available for offsetting depletions under RG-20516.	138.43	45.11

Total BDD water diverted from all water rights	af	mg
BDD Current Monthly Total	476.30	155.20
<i>SJC Diversion under Permit SP-2847-E</i>	<i>397.47</i>	<i>129.52</i>
<i>City of Santa Fe</i>	<i>397.47</i>	<i>129.52</i>
<i>Santa Fe County</i>	<i>0.00</i>	<i>0.00</i>
<i>SJC Diversion under SP-2847-N-A (CLCI)</i>	<i>78.83</i>	<i>25.69</i>
<i>Rio Grande native water rights (SP-4842;SFCountry)</i>	<i>0.00</i>	<i>0.00</i>

Metered Diversions under Permit SP-2847-E and SP-4842					
Meter Serial Number	OSE Meter Number	Current Month Meter Reading	Previous Month Meter Reading	Diversion by Meter	
				ac-ft	mg
CC004816000-Diversion	14113	1730.416	1676.9174	164.18	53.50
CC004916000-Diversion	14114	1774.74	1723.1256	158.40	51.61
CC004A16000-Diversion	14115	1750.95	1696.5671	166.89	54.38
CC000A16000-Return	14255	139.5971	135.3042	13.17	4.29
Total Metered Diversions				476.30	155.20

Buckman Direct Diversion Monthly SJC and Native Diversions

July 2013

Month	Total SJC Release (AF)	SJC Conveyance Losses (AF)	Total SJC Available at BDD (AF)	SJC Diversion, SP-2847-E (AF)	SJC Diversion, SP-2847-N-A (AF)	Total Native Rio Grande Diversion SP-4842 (AF)	Release of SJC in Elephant Butte (AF)	Total BDD Surface Diversion (all permits)	SJC from SP-2847-E used to offset Buckman Wells RG-20516 (AF)	SJC from SP-2847-N used to offset Buckman Wells RG-20516 (AF)
JAN	439.04	4.24	441.79	441.79	0	44.09	0	485.88	0	0
FEB	261.03	2.47	257.94	257.94	0	10.49	0	268.42	0	0
MAR	353.69	3.30	343.57	343.57	0	75.66	0	419.23	0	0
APR	680.73	6.34	661.33	661.33	0	89.47	0	750.80	0	0
MAY	1045.27	9.88	1030.46	1030.46	0	22.86	0	1053.32	0	0
JUN	817.91	7.85	818.00	734.56	83.44	260.03	0	1078.03	0	0
JUL	606.85	5.90	614.73	397.47	78.83	0.00	0	476.30	83.70	54.73
AUG										
SEP										
OCT										
NOV										
DEC										
TOTAL	4204.52	39.97	4167.81	3867.11	162.27	502.59	0.00	4531.97	83.70	54.73

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

Month	Total Release (AF)	ABIQUIU		
		City of Santa Fe (AF)	Santa Fe County (AF)	Club at Las Campanas (AF)
JAN	439.04	439.04	0	0
FEB	261.03	261.03	0	0
MAR	353.69	353.69	0	0
APR	680.73	680.73	0	0
MAY	1045.27	1045.27	0	0
JUN	817.91	729.30	0	88.60
JUL	606.85	473.27	0	133.58
AUG				
SEP				
OCT				
NOV				
DEC				
TOTAL	4204.52	3982.33	0.00	222.19

Buckman Direct Diversion Monthly SJC and Native Diversions

December 2012

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

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

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

Note: Grey fields indicate revisions to previous monthly report

Buckman Direct Diversion End of Month Report

December 2011

Month	Total SJC Release SP-2847-E (AF)	Conveyance Losses (AF)	Total SJC Available at BDD Diversion (AF)	Total SJC Diversion SP-2847-E (AF)	Total Native Rio Grande Diversion SP-4842 (AF)	Release of SJC in Elephant Butte (AF)	Total BDD Surface Diversion SP-2847-E plus SP-4842 (AF)	SJC used to offset Buckman Wells RG-20516 (AF)
JAN	247.17	4.94	242.23	221.46	37.55	0.00	259.98	20.77
FEB	320.95	6.42	314.53	269.13	36.61	0.00	305.74	45.86
MAR	352.04	7.04	345.00	335.37	46.09	0.00	381.46	9.62
APR	585.11	11.70	573.40	573.40	56.64	0.00	630.04	0.00
MAY	568.22	11.36	556.86	440.02	49.23	0.00	488.87	116.84
JUN	765.87	15.32	750.55	655.89	80.66	0.00	736.55	94.67
JUL	641.81	12.84	628.97	407.40	49.86	0.00	457.26	221.58
AUG	182.98	2.07	168.97	86.23	0.00	0.00	86.23	82.75
SEP	568.78	6.83	537.05	515.86	0.00	0.00	515.86	21.19
OCT	555.90	4.85	570.81	555.66	0.00	0.00	555.66	15.16
NOV	431.29	3.93	433.26	433.26	14.60	0.00	447.86	0.00
DEC	437.57	3.90	429.46	450.42	0.00	0.00	450.42	-20.96
TOTALS	5657.68	91.21	5551.11	4944.10	371.25	0.00	5315.94	607.47

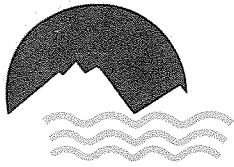
January 1, 2011: 1050.8 acre-feet of native Rio Grande water rights in SP-4842; not all are available for diversion- some transfers include leaseback provisions.

As of May 30, 2011: 330 ac-ft under SP-4842 A

Correction to Oct Total of SJC Available at BDD. The incorrect value used calculated the SJC released from upstream reservoirs, not that amount that arrived at BDD for diversion.

Source of SJC Releases for BDD diversion in reporting month. Includes conveyance losses.

Month	Total Release (AF)	Conveyance Losses (AF)	HERON		EL VADO		ABIQUIU	
			CITY	COUNTY	CITY	COUNTY	CITY	COUNTY
JAN	247.17	4.94	247.17	0.00	0.00	0.00	0.00	0.00
FEB	320.95	6.42	320.95	0.00	0.00	0.00	0.00	0.00
MAR	352.04	7.04	352.04	0.00	0.00	0.00	0.00	0.00
APR	585.11	11.70	585.11	0.00	0.00	0.00	0.00	0.00
MAY	568.22	11.36	568.22	0.00	0.00	0.00	0.00	0.00
JUN	765.87	15.32	765.87	0.00	0.00	0.00	0.00	0.00
JUL	641.81	12.84	641.81	0.00	0.00	0.00	0.00	0.00
AUG	182.98	2.07	0.00	43.56	0.00	0.00	133.47	5.95
SEP	568.78	6.83	0.00	150.50	0.00	0.00	418.28	0.00
OCT	555.90	4.85	0.00	0.00	0.00	0.00	555.90	0.00
NOV	431.29	3.93	0.00	0.00	0.00	0.00	431.29	0.00
DEC	437.57	3.90	0.00	0.00	0.00	0.00	437.57	0.00
TOTALS	5657.68	91.21	3481.16	194.06	0.00	0.00	1976.51	5.95



Buckman Direct Diversion Project

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

Date: September 03, 2013
To: Buckman Direct Diversion Board
From: Gary C. Durrant, Chief Operator BDD

Item and Issue:

The City of Santa Fe purchasing department requires Board Approval for expenditures over \$50,000 from a single vendor. We are requesting the purchase of three separate items totaling \$120,587.15.

Background and Summary:

These are all approved items listed in the current budget.

\$39,753.88 for the purchase of WIMS (Water Information Management Software) software. Selected for Water Quality information storage and Reporting Database.

\$38,763.48 for the purchase of upgrade and replacement parts for existing instrumentation.

\$42,069.79 for the continuation of Service and extended Warranty Agreement on existing instrumentation. Includes \$3,183.79 NMGR.

We have requested and received an exemption to competitive procurement on the parts, service and extended warranty purchases, as Hach is the only provider they recognize and will honor to continue the extended warranty coverage. The WIMS software has been selected by a 3 bid process.

See Attachments.

Recommended Action:

Board approval



BUCKMAN DIRECT DIVERSION BOARD
PROFESSIONAL SERVICES AGREEMENT

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THIS AGREEMENT is made and entered into by and between the BUCKMAN DIRECT DIVERSION BOARD (the "BDDDB" or "Board") and HACH Company, (the "Contractor"). The date of this Agreement shall be the date when it is executed by the BDDDB.

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the implementation of a data management software application as outlined in Exhibit "A" attached hereto, for the BDDDB;

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The BDDDB shall pay to the Contractor in full payment for services rendered, a sum not to exceed thirty nine thousand seven hundred and fifty three dollars and eighty eight 100's (\$39,753.88) inclusive of applicable gross receipts taxes, in accordance with the fee schedule provide in Ehibit "B" attached hereto.

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDDB and terminate on June 30, 2014, unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the BDDDB upon 10 days written notice to the Contractor. In the event of such termination:

(1) The 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 compensation is not based upon hourly rates for services rendered, the BDDDB shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the BDDDB and are not employees of the BDDDB. The 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 subcontractors retained by Contractor in the performance of the services under this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The 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.

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10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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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 Board.

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

C. Types of Insurance At all times during the term of this Agreement, the 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	\$1,000,000
(other than Products/Completed Operation)	

Products/Completed Operations	\$1,000,000
Aggregate Limit	

Personal Injury Limit	\$1,000,000
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Each Occurrence	\$1,000,000
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(2) Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the 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 Board that reflects coverage for any automobile [any auto].

(3) Professional Liability. For the Contractor and all of the Contractor's employees who are to perform professional services under this Agreement, the 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. The Contractor shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (2) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, the Contractors policy shall not contain exclusions for those activities.

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

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

The Contractor shall provide an endorsement that the insurer waives the right of subrogation against the Board, City of Santa Fe, County of Santa Fe, Las Campanas LLC 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 Board is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Cancellation provisions in insurance certificates shall not contain the qualifying words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives”. In the event the Contractors’ insurance carriers will not agree to this notice requirement, the Contractor will provide written notice to the Board within four working days of Contractors receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

E. Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated “A-” and “VII” or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the Board. The Board 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.

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

G. Specific Provisions Required.

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

(3) The Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the Board's exposure to loss.

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

(5) The Board reserves the right, from time to time, to review the Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the Board. The Board will reimburse the

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Contractor for the cost of the additional premium for any coverage requested by the Board in excess of that required by this Agreement without overhead, profit, or any other markup.

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

13. INDEMNIFICATION

A. GENERAL INDEMNIFICATION: To the greatest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the Board, 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 the Contractors performance or non-performance under this Agreement as well as the performance or non-performance of the Contractor's employees, agents, representatives and subcontractors or any tier.

B. INDEMNIFICATION FOR PROFESSIONAL ACTS, ERRORS OR OMISSIONS. Except for professional acts, errors or omissions that are the result of established gross negligence or willful or wanton conduct on the part of the Contractor or its employees, agents, representatives or Sub consultants, the General Indemnification shall not apply to professional acts, errors or omission 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, Section 41-4-1, et. seq.

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NMSA 1978, as amended. The BDDDB and its “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 the 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. The Contractor shall conform with and participate in the Document Control policies of the BDDDB or the City of Santa Fe. The 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 and 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 the 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.

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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, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. 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,

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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 required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

BUCKMAN DIRECT DIVERSION BOARD:

Buckman Direct Diversion Project
341 Caja del Rio,
Santa Fe, New Mexico 87506
Attn: Facilities Manager

Contractor:

HACH Company
5600 Lindbergh Drive
Loveland, CO 80539

BUCKMAN DIRECT DIVERSION BOARD

By: _____
Facilities Manager

Date: _____

APPROVED AS TO FORM:

Nancy R. Long, BDDDB Counsel

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APPROVED:

Marcos A. Tapia, City Finance Director

728000

Business Unit/Line Item

ATTEST:

Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

NM Taxation & Revenue

CRS #

City of Santa Fe Business

Registration #

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Exhibit A
Subject: Data Management System

Scope:

Client is seeking to implement a data management software application to consolidate information for the purposes of regulatory reporting and data analysis. The product selected is expected to be a Commercial-off-the-shelf system commonly deployed in the water and wastewater industry and conforming to the following specification requirements; including appropriate implementation, delivery, and training services to ensure the good operation of the same.

Bid Item Specification

PART 1 - GENERAL

1.1 Scope

Software shall be installed pre-configured with regulatory, process, and other variables. Program DVD and documents for all software programs shall be supplied and operator training as specified.

1.2 General

- 1.2.1 The product must be a commercial-off-the-shelf (COTS) system.
- 1.2.2 The system shall be "user friendly" using standard "Windows" conventions.
- 1.2.3 The system will at minimum store plant, laboratory, and field data and provide reports and graphs for analysis and control.
- 1.2.4 Simple back-up routines shall be available.
- 1.2.5 Licensing structured for concurrent client users.
- 1.2.6 The product must currently be installed at more than 300 utilities.
- 1.2.7 The product must have been available commercially for the preceding five (5) years and have a demonstrated history of 'annual' upgrades.
- 1.2.9 The software must be able to be delivered to end users using locally deployed client server.
- 1.2.10 The software must be provided with a minimum of three (3) concurrent users.
- 1.2.11 Provide, at minimum, implementation services for planning and requirements, database configuration, two (2) days of report set up, and four (4) days of on-site training.

1.3 Submittals

Product bulletins on software items shall be provided.

1.4 Manufacturer

Operating system software shall be Windows NT, 2000, XP, Vista or later by Microsoft.

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PART 2 - PRODUCTS

2.1 Software Architecture

- 2.11 The software architecture must be Client-Server.
- 2.12 The system must be licensed for purchase (i.e., the City will not 'lease' or 'rent' the product). "Software-as-a-Service" models of licensing will not be accepted.
- 2.13 The data must be directly stored in a standard enterprise database management system (DBMS). Allowed DBMSs are Oracle 9i or higher or Microsoft SQL Server 2005 or later.
- 2.14 Data must be directly stored in the DBMS, i.e. not passed through systems such as Access and linked via ODBC or other mechanism into the DBMS.
- 2.15 To ensure stable operation of the network, the architecture must incorporate native utilization of the enterprise database platform including stored procedures, triggers, and tuned indexes.
- 2.16 A full audit trail of all inserts, edits, deletes, and approvals must be provided for all data points and system parameters. The system must provide security features to ensure that only authorized individuals enter, view and modify data. Access levels shall be definable to restrict use of system level functions (such as user authorization), and to provide data access levels to restrict the use of data entry, data approval, data retrieval, data modification, database structure creation or modification functions.
- 2.17 Two methods of access control to the program must be provided: Windows pass through security and application defined.
- 2.18 Client software must require no third party packages (such as Microsoft Excel, Crystal Reports, Microsoft Access) in order to fully deliver all of its features.

2.2 End User Functionality

- 2.2.1 User defined, configurable, language localized dashboards allowing navigation to program functionality, Key Performance Indicator display (gauges, numerical, or chart), that can be language localized by the user must be provided.
- 2.2.2 Each user can be assigned to a dashboard or one dashboard can be assigned to multiple users.
- 2.2.3 The software must make available an unlimited number of user defined variables whose values may be defined as daily, hourly, 15-minute, or 1-minute parameters.
- 2.2.4 Text parameters and calculations must be available.
- 2.2.5 Variables must optionally be provided with regulatory or control limits and optional text or graphical operators (less than, less than or equal to, greater than and greater than or equal to) for use in reports.
- 2.2.6 Software must accept <, >, and ND data qualifiers with numeric entries and up to seven additional user defined data qualifiers.
- 2.2.7 Calculations must include standard operators (+, -, *, /), functions (abs, retrieve forward or backward any day; exponential and logs; reciprocal; round; if then else; averages and summations (daily, moving; weekly; monthly, fiscal periods),

and difference (with specified rollover or without).

- 2.2.8 Calculations must provide the capability to calculate loadings, percent removals, MCRT, and CT at a minimum.
- 2.2.9 CT required lookup tables must be provided with the system.
- 2.2.10 Results must be calculated daily, hourly or minutely. These calculated data values must be stored in the database thus ensuring the consistency of the data and allowing the same data to be readily available for analysis. Historical equations must allow definitions of the calculation by date.
- 2.2.11 The software must provide multiple avenues for user defined data entry.
- 2.2.12 Program must store an unlimited number of user defined custom data entry forms or bench sheets with text and variables (one or more days) positioned as desired.
- 2.2.13 Variable name, units, entry range, and permit limits must be displayed when entering data to increase data accuracy.
- 2.2.14 An audible-visual prompt will activate when value is outside a specified range.
- 2.2.15 The software must provide unlimited daily comments and comments attached to a sample value.
- 2.2.16 Software must be able to represent any paper data forms.
- 2.2.17 The software must provide an easy-to-use BOD worksheet whereby beginning and ending DO readings are entered and the BOD is automatically calculated and averaged with other bottles in the group.
- 2.2.18 All BOD tests must be automatically checked against STANDARD METHODS criteria (or user defined criteria) and removed from the average if invalid.
- 2.2.19 Automatically import real time DO readings from Hach HQ40D LBOD probe via USB
- 2.2.20 A Report Generator (RG) must be available to meet the unique needs of each customer.
 - i. The RG must display a spreadsheet layout format, allowing placement of daily values, summary statistics and general text.
 - ii. The RG must provide formatting options including font and color changes, drag and drop capabilities, and border settings.
 - iii. Multiple paper sizes must be supported including 8 ½" x 11", Legal, 11" x 17".
 - iv. The RG must provide for cross-facility/database reporting
 - v. The RG must provide the ability to pull data from external databases (accounting systems, PIMS, CMMS, LIMS, etc...) using OLE DB technology.
- 2.2.21 The statistical capability must include the report data range, hourly, partial day, daily, weekly, monthly, quarterly, semi-annual, seasonal and annual data groupings with availability of averages, totals, geometric means, minimums, maximums, percent removal, surcharge, standard deviations, and violations (monthly, weekly, or daily).

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- 2.2.22 The software must contain a complete statistical analysis capability including mean, variance, standard deviation, max and min, and confidence interval for any parameter in the Data Manager.
- 2.2.23 Five (5) different regression analysis routines must define relationships between parameters for two (2)-variable (linear, geometric, exponential, and third order polynomial curve fits) and multiple linear regression analysis.
- 2.2.24 Results must be presented graphically- time-series, pie charts, probability distribution and regression plots.
- 2.2.25 The software must provide a QC Analysis exception report to identify outliers by Grubbs Test / T Test. Points above or below control limits and a specified number of points which meet the following conditions: consecutive points outside the warning limits, consecutive points on one side of the mean, and consecutive points sloping in one direction.
- 2.2.26 Trend charts must be quickly and easily available for any variable.
- 2.2.27 Time series or trend plots must display up to six (6) variables on one "Y" axis and up to two (2) additional variables on a second "Y" axis with dates on the "X" axis for user defined time period up to ten (10) years.
- 2.2.28 Two (2) variable correlations using "best fit" linear, geometric, exponential and third order curves and indication of goodness of fit must be calculated, listed to the screen and plotted at the users' discretion.
- 2.2.29 A time-offset feature must be available to allow matching of influent and effluent variables.
- 2.2.30 A multiple regression routine must calculate and list to the screen the correlation of one dependent variable, chosen by the user, versus up to seven independent variables, also chosen by the user.
- 2.2.31 This routine must also have the ability to provide a graphical output of a multiple regression analysis for a dependent variable as a function of up to three independent variables.
- 2.2.32 Process modeling routines must be available to change activated sludge parameters on the computer and determine oxygen requirements, sludge production and clarifier capacity. The State Point Analysis method must be included.
- 2.2.33 All plotting modes must include labeling for all axes parameter identification (legend) and Calendar time duration identification and must have available for user selection various plotting symbols, lines and colors.
- 2.2.34 The software must have the capability to export full color graph images for use with any other Windows application and to write standard Windows Metafile or Bitmap files and to output full color plots.
- 2.2.35 The program must allow saved graphs to be outputted over a date range and printed with up to four (4) graphs per page with a single action.
- 2.2.36 The software must allow multiple separate databases and have look-up functions that transfer data from one database to another.
- 2.2.37 The software must be network capable allowing multiple concurrent users.

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- 2.2.38 The software must run an NT service allowing automatic generation of reports and graphs.
- 2.2.39 Users must be able to schedule the software to output to hard drives, printers, or email
- 2.2.40 E-mail support must be provided with a single point gateway to relay email from any client.
- 2.2.41 The software must create Events/Alerts based on regulatory and user defined limits for easy exception reporting.

2.3 Interfaces and Laboratory Sample Scheduling

- 2.3.1 Provide interface Historian/HMI software for automatic collection of daily/hourly/15-minute/1-minute summarized data from historical file(s). Interfaces must run with no user intervention and be able to be run as an NT Service.
- 2.3.2 (Optional) Provide laboratory scheduling capability to plan sample program, track sample status, maintain chain-of-custody information, and manage associated laboratory workflow and automation. Laboratory scheduling capability must be seamlessly integrated with supporting operations database.

Exhibit B



Hach

5600 Lindbergh Drive - Loveland, CO 80539
800-227-4224 --- orders@hach.com

To: Hunter Stanland
City of Santa Fe Buckman
341 Caja del Rio Road
Sanat Fe, NM 87506
hsstanland@ci.santa-fe.nm.us
505-955-4514

Project: City of Santa Fe Buckman

QUOTE #: Q053013SB1

Quote Date: 5/30/2013

Terms: Net 30

Quote Valid: 60 Days

HACH RSM: Nicholas Lucero

RSM email: nlucero@hach.com

RSM phone: (979) 900-5769

Please submit your order to support@hach.com or fax 970-669-2932

Include on PO: • QUOTE#

- Bill to address and contact info
- Installation address and primary user contact information (no PO Box please)
- Fed Ex delivery address and contact for your software

WIMS Software

Hach WIMS™ with 6 concurrent users, 1 facility databases, 1 year of support (starts on ship date) MS SQL Server Support NOTE: Software ships and you will be contacted to initiate services (if applicable) within 6 working days of receipt of order. Part Numbers: WM-MU,WM-SW,DMWIMS-SPT-BAS, 5 WM-MU-CONUSR-DB, 0 WM-FACIL-DB1, WM-DBSQLSERVER	\$ 15,400.00
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Standard SCADA Interface for Hach WIMS™: Please go to www.hach.com/im , under "Helpful Links" click on <u>Standard SCADA and LIMS Interfaces</u> to review the list of Standard SCADA interfaces currently available. Please verify your system is listed and click on the Documentation link to review the technical details of the interface. Contact IIM Support at 800-667-0067 if you need assistance. NOTE: If your SCADA system is not on the Hach list of standard interfaces, a custom interface will be required and additional costs will be incurred. Completion of custom interfaces may extend beyond the completion of other aspects of the project but should not delay the use of most WIMS functionality. You should discuss impact to the project schedule with your HACH RSM and Project Manager. Part Numbers: WM-SCADA-INT	\$ 2,500.00
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WIMS Services

<p>Drinking Water Implementation Services Database Configuration, Report, and Data Entry Form development. Typically includes (your Project Manager will finalize the scope of work based on your needs):</p> <ul style="list-style-type: none"> • Project Administration • Consultation to gather information and determine specific needs to create a project plan. • Remote Basic Install Assistance • Basic Variable setup - Adapting an industry standard list of parameters and calculations for your plant/system. • Site specific calculation setup • The Hach Project Manager will complete set up of the following regulatory reports (located in I:\SALES\PRESALES_PROJECTS\2013\Santa Fe Buckman) : <ul style="list-style-type: none"> - MOR Sample Report - NPDES Summary Sample Report - OSE Sample Report • Predefined dashboard with 10 user defined KPI's and KPI graph set • Data Entry Form development including 1 Custom Data Entry Form and standard Monthly Data Entry Forms for all parameters <p>Part Numbers: 80 DM_WIMS-HRLY, NOSHIOOPENPROJ</p> <p>NOTES:</p> <ul style="list-style-type: none"> • Additional scope/work, billed at our standard labor rate, can be requested and will require a change order. • Implementation assumes internet access is available at installation site. • Data Migration services are NOT included. Purchased Interfaces may be used to import historical data from those (SCADA,LIMS) systems. 	<p>\$ 12,800.00</p>
<p>3 Days - Onsite Training and Services</p> <ul style="list-style-type: none"> • Installation Review • Training - Basic, Advanced, and Admin (A Hach project manager will create a training agenda based on training requirements) • SCADA Interface installation, configuration and training. Up to 10 variables will be cross referenced. <p>Part Numbers: 3 DM_WIMS-OSS-TRN, 1 DM_WIMS-TRVLEXP, 1 DM_WIMS-TRVLTME</p>	<p>\$ 7,400.00</p>
<p>NMGRT at a rate of 8.1875%</p>	<p>\$ 1,683.58 1653.88</p>
<p>Total Project:</p>	<p>\$ 39,783.58</p>
<p>TERMS are net 30 days. Prices on this quote are firm for 60 days. Prices in US dollars. Licensing for end user not for export. Services will be invoiced either in eighty service hour increments or at the completion of services whichever comes first. Additional fees may be incurred due to project delays due to customer's availability, actions and/or requests. Payment is due thirty days from the date of invoice.</p> <p style="text-align: right;">39753.88</p>	

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

Hach Integrated Information Management Product Descriptions

Hach Water Information Management Solution™ (Hach WIMS™)

Hach WIMS is designed specifically for drinking water and wastewater systems to help users make more informed decisions, providing tools for analysis, monitoring, and reporting. Data is captured automatically or manually from multiple data sources and stored in a central, secure database with easy local or web access. Hach WIMS offers various levels of software from single-user to enterprise and provides flexible financing options.

- **Hach WIMS Multi User:**

- MSSQL Express 4GB database supports up to 10 users, 20 facility databases,

- MSSQL 2012 Express database support allows up to 20 users, 20 facility databases, 10 GB DB size,

- MS SQL or Oracle Database support allows up to 20 users, unlimited DB Size

- Hach WIMS Enterprise custom implementation supports unlimited # of users, multiple facilities, requires MS SQL or Oracle
- Additional Concurrent Users, Facility databases, up to the supported limit, may be purchased; MS SQL/ORACLE support may also be purchased
- Hach WIMS OnLine - Software as a Service web based hosted solution: supports unlimited named users, is always the latest software, includes support. Licenses for additional named users, megabytes and facilities may be purchased.

Hach WIMS Lab Cal Module

Hach LAB Cal is a water laboratory data management system, specifically designed for drinking water and wastewater providing easy-to-use sample scheduling and tracking tools for effective lab data management. The visual environment takes the complexity out of managing your scheduled samples. Time-saving features, familiar formats, simple workflows, and pricing that is far less than traditional LIMS systems make Hach LAB Cal a very robust and cost-effective solution.

SCADA Interface for Hach WIMS

Interfaces are available for all water and wastewater industry SCADA systems. Hach SCADA interfaces transfer data seamlessly and automatically to Hach WIMS from your SCADA system.

LIMS Interface for Hach WIMS

Interfaces are available for all water and wastewater industry LIMS systems. Hach LIMS interfaces transfer data seamlessly and automatically to Hach WIMS from your LIMS system.

Hach WIMS Remote and Portable Solutions

Windows Mobile devices, tablet computers, and laptops can be used to collect, capture, and verify data at the source, allowing remote data entry into Hach WIMS.

Hach JOB Cal®

Hach JOB Cal Basic and Hach JOB Cal Plus are easy, cost-effective maintenance scheduling solution. The software automatically builds an interactive color-coded calendar for easy management of job activities. Hach JOB Cal Plus also provides the ability to track purchasing, inventory, vendors and labor as well as display equipment drawings and pictures.

SCADA Interface for JOB Cal®

Interfaces are available for all water and wastewater industry SCADA systems. Hach SCADA interfaces transfer equipment runtimes automatically to Hach JOB Cal from your SCADA system.

Custom Reports for JOB Cal®

Allows development of custom reports in addition to the industry standard reports included in JOB Cal.

Hach JOB Cal Plus Portable Software (only available with JOB Cal® Plus)

Upload Work Orders to a Windows Mobile handheld, record tasks performed, and sync to JOB Cal Plus database.

Services

Hach offers a comprehensive set of services, such as training, programming, installation assistance, set up, configuration, and other specific customer requests to ensure successful use of Hach software.

Training

Hach training can be provided at a Hach Facility, at the customer site, or over the web. Training sessions can be tailored for each customer or provided for multiple customers in a structure classroom environment.

HACH COMPANY'S LICENSE AND TERMS AND CONDITIONS OF SERVICES

INTEGRATED INFORMATION MANAGEMENT SOFTWARE

ACCEPTANCE: These Terms and Conditions are contained in Hach Company's (Hach) offer, order acknowledgment, and invoice documents. The first of the following acts shall constitute an acceptance of Hach's offer and shall not be construed as a counteroffer and shall create a binding license and service agreement ("Agreement") in accordance with these Terms and Conditions, subject to final credit approval by Hach: (i) Customer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Customer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Customer's order. Hach's commencement of work or signature on any purchase order or other form or document submitted by Customer shall constitute acknowledgment of receipt of Customer's order only, and shall not constitute Hach's assent to any terms and conditions submitted by Customer. Provisions contained in Customer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions shall not be a part of the Agreement. Any objection to these Terms and Conditions must (1) be in writing, (2) list specifically each term or condition with which you disagree, and (3) indicate why you disagree with the term or condition. Customer must notify Hach in writing of objections before Customer's submission of a purchase order to Hach or Hach's commencement of work, whichever occurs first, so that Hach may have a reasonable time to address any such objections. These Terms and Conditions shall be deemed accepted in their entirety by issuance of Customer's purchase order. In the event that Customer has purchased this Software indirectly (e.g. through an authorized distributor or third party integrator), then acceptance of these Terms and Conditions shall be indicated by clicking on the acceptance criteria that allow installation.

PRICES: Hach's prices in effect at the time of Customer's acceptance shall apply and any different pricing indicated from any other source shall be adjusted to Hach's current pricing, except for the price of Total Startup (one-time). Charges contained in Hach's quotation, which is firm for 60 days from the date of the quotation. If transportation charges from point of origin of the shipment to a designated point are included in these prices: (a) any changes in such transportation charges shall be the Customer's responsibility, and (b) except as otherwise stated in Hach's quotation, Hach shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefor, unless such charges are included in the applicable freight rate from shipping point to the designated point.

PAYMENT AND CREDIT: Payment is due thirty (30) days from the date of invoice. Hach reserves the right to deny credit to Customer and to determine the suitability of the method of payment where payment is other than cash, certified check or money order. Hach reserves the right to revoke credit previously extended to Customer because of Customer's failure to pay for goods and/or services when due or of any other reason deemed good and sufficient by Hach, and in such event all subsequent services shall be paid for in advance or on delivery. Past due balances shall be subject to interest charges at the maximum rate permitted by law. Customer shall pay all Fees specified in US dollars.

TAXES: Any taxes which Hach may be required to pay or collect, under any existing or future law, upon or with respect to the license, sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be paid for by Customer. Hach will collect and pay taxes when required to do so unless Customer furnishes a valid resale/exemption certificate to Hach, no later than the time of payment, relieving Hach of the requirement to collect and pay such taxes. If the certificate furnished to Hach is held invalid Customer agrees to pay the taxes (plus interest) not collected as a result of relying on Customer's invalid certificate.

CANCELLATION: Customer may cancel orders within 30 days of purchase subject to fair charges for expenses incurred, handling, inspection, restocking, freight and invoicing charges as applicable. Cancelled orders must be returned to Hach within 30 days at Customer's expense.

DELAY: Hach shall be excused for any delay in performance or delivery due to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, quarantine restrictions, factory conditions, strikes, labor disputes, delays in transportation, shortage of transport vehicles, labor or materials, or any circumstance or cause beyond the control of Hach in the reasonable conduct of its business. Hach further reserves the right, in its full discretion, to allocate inventories and current production and to substitute suitable materials when, in its opinion, circumstances warrant such allocation or substitution.

INSPECTION: Customer shall promptly inspect all software and the results of services. All claims for alleged defects in software or services are waived unless Customer notifies Hach of the claim within 30 days after receipt of software or performance of services. No claim shall be effective if made after the software or services have been altered or used. Customer shall afford Hach prompt and reasonable opportunity to inspect all software and services to which any claim is made. No returns shall be made without Hach's express consent, a return authorization and return instructions.

SOFTWARE LICENSE, USE AND RESTRICTIONS.

GRANT: Subject to full payment by Customer, Hach hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable license to use the Software solely for Licensee's own internal use in accordance with the terms and subject to the conditions of this Agreement. Licensee agrees to restrict use of the Software to the location and servers specified in the Quote. Licensee agrees that Hach may from time to time, using reasonable remote access methods agreed upon with the licensee, access information via the Software that will allow it to confirm Licensee's obligations hereunder.

BACKUP COPY: Licensee may only make a single copy for backup and archival purposes. Such copy of the Software shall remain the exclusive property of Hach. Licensee will include all copyright and other proprietary notices on such copy of the Software in the same manner as provided on the Software as received from Hach.

TITLE: Licensee acknowledges that, as between the parties, all right, title, and interest in and to the Software shall be and remain the sole property of Hach. All rights in and to any changes, revisions, improvements, or derivative works to or based upon the Software, made by Hach or any agent, affiliate or third party acting on behalf of Hach, shall be the exclusive property of Hach.

RESERVATION OF RIGHTS. Apart from the rights enumerated in this Section, no other rights are granted either expressly or by implication and Hach hereby expressly reserves all rights in the Software.

RESTRICTIONS. Customer may not copy, modify, or create a derivative work, collective work, or compilation of the software, and may not reverse engineer, decompile or otherwise attempt to extract the code of the software or any part thereof. Customer may not license, sub-license, sell, assign, sublicense, or otherwise transfer or encumber the software, may not use the software in a managed-services arrangement unless approved in advance by Hach, and may not use the software in excess of the authorized number of licensed facilities, servers and/or seats or other criteria specified in the duly authorized documentation specifying same. Customer is further prohibited from (1) attempting to use or gain unauthorized access to Hach or to any third party's networks or equipment; (2) permitting other individuals or entities to use the software or copy the software or services; (3) attempting to probe, scan, or test the vulnerability of software or a system, account, or network of Hach or any of its customers, suppliers or affiliates; (4) interfering or attempting to interfere with service to any user, host, or network; (5) engaging in fraudulent activity of any nature; (6) transmitting unsolicited bulk or commercial messages; (7) restricting, inhibiting, or otherwise interfering with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the software (except for tools with safety and security functions); or (8) restricting, inhibiting, interfering with, or otherwise disrupting or causing a performance degradation to any Hach or Hach affiliate or supplier facilities used to deliver the services.

AUDIT: Solely for the purpose of verifying Customer's compliance with the terms of this Agreement, Customer hereby grants Hach, or an agent designated by Hach, the right to perform an audit of Customer's use of the software during normal business hours either in person or using reasonable remote access methods agreed upon with the Customer. Customer agrees to cooperate with Hach in such audit and to provide Hach with all records reasonably related to Customer's use of the Software.

OWNERSHIP AND PROPRIETARY RIGHTS: "Information" as used herein means all content and other items included with or as part of the services or Software, such as text, computer code, graphics, graphs and other representations of data, user interfaces, images, data, photographs, videos, and software. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in any services, Software, and/or Information provided hereunder shall belong solely and exclusively to Hach and Customer shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The software and Information are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer may not copy, modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the software or other Information, in whole or in part. Hach retains exclusive ownership of all Software and Information, and owns all intellectual property rights, title, and interest in any ideas, concepts, know-how, documentation, and techniques associated therewith.

INTERRUPTION OF SERVICES: Hach may on occasion need to perform scheduled or unscheduled repairs, maintenance or upgrades in connection with the software installed on its and Customer's computer system(s), which may temporarily degrade the quality of the services or result in a partial or complete outage of the software. Hach provides no assurance that Customer will receive advance notification of such activities or that the software or services will be uninterrupted or error-free. Unless otherwise agreed to in writing between Hach and Customer, any degradation or interruption in the services or software shall not give rise to any form of damages or to a refund or credit of any fees paid by Customer. **CUSTOMER AGREES THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SOFTWARE AND ASSOCIATED DATA, INCLUDING COMMUNICATION VIA MEANS SUCH AS THE INTERNET AND THIRD PARTY SERVICE PROVIDERS' COMMUNICATIONS NETWORKS, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE SOFTWARE AND ASSOCIATED DATA. HACH SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF CUSTOMER'S ACCESS TO OR USE OF THE SOFTWARE OR ASSOCIATED DATA.**

CUSTOMER DATA: Hach acknowledges that data generated by Customer in the normal course of using the Software is owned solely by Customer, subject to the following. During Hach's installation of Software or performance of services or in connection with Customer's use of the Software, it may be necessary for Hach to obtain, receive, or collect and analyze data or information, including system-specific data originating with Customer. In such cases, Hach will endeavor to use the minimum data necessary to facilitate the performance of services by Hach or Customer's use of the Software, and Customer herein grants Hach a non-exclusive license for such limited use of the data. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer such data within and outside of the country in which Customer is located in conjunction with Hach's performance of the services or Customer's use of the Software (including providing adequate disclosures and obtaining legally sufficient consent from Customer's employees, agents, and contractors).

CONFIDENTIALITY: In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as but not limited to information pertaining to software, data, reporting, pricing, marketing, know-how and trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, affiliates, agents, and subcontractors, and only on a "need-to-know" basis in connection with this Agreement, and further only so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that the receiving party can show through written records (1) was known by it before its receipt from the disclosing party; (2) is or becomes public knowledge through no fault of the receiving party; or (3) is rightfully received by the receiving party from a third party not subject to a duty of confidentiality. If the receiving party is required by a court or government agency to disclose Confidential Information, the receiving party shall, subject to any applicable lawful restrictions, provide at least five (5) business days advance notice to the disclosing party before making such a disclosure. The obligations with respect to Confidential Information shall continue for five (5) years from the date of disclosure.

REPRESENTATIONS, WARRANTIES AND DISCLAIMERS.

SERVICES: Hach warrants that the installation, startup and consulting services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care in the relevant industry. If Hach breaches this or any other service warranty provided to the Customer, and if the Customer notifies Hach of such breach within 30 days of performance of Service, customer's exclusive remedy and Hach's entire liability for any breach of service warranty shall be re-performance of the specific non-conforming service.

SOFTWARE: Hach warrants that it has the right to grant the licenses to the software licensed under this Agreement, and such software will substantially conform to the functional specifications and current documentation provided by Hach.

WARRANTY DISCLAIMERS: EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCES, HACH, (INCLUDING ITS AFFILIATES AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; OR (2) REGARDING THE RESULTS TO BE OBTAINED FROM THE SOFTWARE, SERVICES, OR THE RESULTS OF ANY RECOMMENDATION BY HACH. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY HACH (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH PRODUCT OR SOFTWARE INSTRUCTIONS, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS, SOFTWARE, OR SERVICES. WITH RESPECT TO YOUR USE OF THE SOFTWARE (1) NEITHER HACH NOR ANY OF THE HACH PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTY THAT SOFTWARE PROVIDED TO YOU IN CONNECTION WITH THIS AGREEMENT IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS, OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; AND (2) CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF HACH'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

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LIMITATION ON DAMAGES: IN NO EVENT SHALL HACH, ITS SUPPLIERS, LICENSORS OR SUBCONTRACTORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, CORRUPT DATA OR USE, LOSS OF CUSTOMER DATA, CORRUPT OR UNAVAILABLE CUSTOMER DATA, LOSS OF USE OF CUSTOMER DATA, LOST OPPORTUNITY, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES OR FOR INTERRUPTED COMMUNICATIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, OR CUSTOMER'S WEB PAGE AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT.

SURVIVAL: THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

CUSTOMER REPRESENTATIONS: Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to Hach that (a) it owns or has the right to permit Hach to access its Customer's Sites and surrounding areas for service, installation and maintenance; and (b) Customer shall and hereby does defend, indemnify and hold Hach and its affiliates harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that Hach had no right or authority to access the Customer's Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with laws. Customer's obligations under this Section do not apply to the extent that claims are directly caused by the gross negligence of Hach.

PATENT INDEMNIFICATION: Hach agrees to indemnify, defend and hold harmless Licensee from any claim, suit or proceeding brought against Licensee based on the allegation that any Software licensed under this Agreement infringes any U.S. patent, provided that Hach is promptly notified (no later than fifteen (15) business days) in writing of any such claim, suit or proceeding against Licensee, and further provided that Hach shall be entitled to make all decisions with respect to such defense, including any decisions to compromise or settle the same and Licensee shall give Hach all available information, reasonable assistance and authority to enable Hach to do so. If, in the opinion of Hach, any Software licensed under this Agreement is or may become the subject of any claim of infringement or in the event of any adjudication that the Software licensed under this Agreement infringes any U.S. patent, Licensee agrees that it will permit Hach, at its option and expense, to either (a) procure for the Licensee the right to use the Software; (b) replace the Software with other suitable software; (c) modify the Software to make it non-infringing; or (d) refund to Licensee all amounts paid to Hach under this Agreement less depreciation calculated on a straight line basis over a five (5) year period from the date of execution of this Agreement. Notwithstanding the foregoing, Hach shall have no liability or obligation to Licensee under this Section with respect to any patent, copyright, trademark, or trade secret infringement, violation, dilution, or misappropriation claim resulting directly from (i) the use of any version of the Software other than a current and unmodified release at the time of such alleged infringement; (ii) the use of the Software on or as a part of or in combination with any hardware or software not furnished by Hach or identified for use with the Software in the Hach published specifications for the Software; or (iii) the use of the Software for any purpose other than in accordance with the Hach published specifications for the Software. This Section states the entire liability of Hach and its affiliates and the exclusive remedy of Licensee with respect to any alleged infringement of a U.S. patent by the Software.

LIMITATIONS ON USAGE: The Customer shall not use any software or services provided hereunder for any purpose other than that identified in Hach's catalogs and literature as the intended use of such goods. Any warranty granted by Hach to the Customer shall be deemed void if any software or services covered by such warranty are used for any purpose not permitted hereunder. In addition, the Customer shall indemnify Hach and hold Hach harmless from and against any and all claims, damages, losses costs, expenses and other liability of whatever nature that Hach suffers or incurs by reason of any such unintended use.

INDEPENDENT RELATIONSHIP: As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other

ASSIGNMENT: Neither this Agreement nor any license granted hereunder may be assigned by either party without the prior written consent of the other, which may be withheld for any reason or no reasons, and any such assignment is void ab initio

NOTICE: Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, facsimile or by United States certified mail, return receipt requested, postage prepaid, to the address appearing in Customer's purchase order in the case of notice to Customer, and to the following address in the case of notice to Hach: Hach Company, c/o IIM BU Director with cc to VP/General Counsel, 5600 Lindberg Drive, Loveland, Colorado 80538. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.

COMPLIANCE WITH LAWS: Hach and Customer agree to comply with all laws applicable to the software and services provided hereunder. Software and technical data supplied by Hach are subject to certain export laws and regulations. Customer agrees to obtain at its own expense any import license, foreign exchange permit, or other permit or approval it may need for the performance of its obligations under this Agreement and to comply at its own expense with all applicable laws, regulations and orders of the government(s) to which its activities are subject. Customer agrees that it will, at all times, be in compliance with the United States export laws and will comply with all applicable restrictions regarding exports, re-exports and transfers, including obtaining any required U.S. or other country licenses, authorizations, or approvals. Customer further represents and warrants to Hach that Customer shall comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Customer's business activities in connection with this Agreement, and that Customer will take no action that will cause Customer or Hach to violate any such laws. Customer specifically represents and warrants to Hach that Customer is familiar with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and that Customer shall comply with the FCPA and will take no action that will cause Customer or Hach to violate the FCPA. Hach may terminate said Agreement immediately, if it believes, in good faith, that Customer has breached the foregoing compliance-with-law provisions of the Agreement or caused Hach to violate the FCPA or other applicable laws. Hach shall not be liable to Customer for any claim, losses, or damages related to Hach's decision to exercise its rights under this provision.

APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to or application of its principles or laws regarding conflicts of laws or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any provision of this Agreement is in violation of any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Customer and Hach, any dispute relating to this Agreement which is not resolved by the parties shall be adjudicated in order of preference (i) by a court of competent jurisdiction in the State of Colorado, U.S.A. if Customer has minimum contacts with Colorado and the United States, (ii) by a court of competent jurisdiction elsewhere in the United States if Customer has minimum contacts with the United States but not Colorado, or (iii) by a court of competent jurisdiction in a neutral location (which may at Hach's discretion exclude Customer's state of residence) if Customer does not have minimum contacts with the United States.



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 Hach Company

3 Complete information requested ☐ Plus GRT
☒ Inclusive of GRT

Original Contract Amount: \$39,753.88

Termination Date: June 30, 2014

☐ Approved by BDDDB Date: _____

☒ or by Project Manager Date: Pending

Contract is for: installation and repair of BDD Equipment.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by BDDDB Date: _____

☐ or by Project Manager Date: _____

Amendment is for: _____

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

☐ Inclusive of GRT

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

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 39,754



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

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

RFP# _____ Date: _____

RFQ ☒ received quotes _____ Date: _____ August 13, 2013

Sole Source ☐ _____ Date: _____

Other _____

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

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

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

9 Staff Contact who completed this form: Maya Martinez

Phone # 955-4271

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

Quotation/ProForma Invoice

Page 1 of 3
Date 05/29/2013



Be Right™

HACH COMPANY

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

Purchase Orders
PO Box 608
Loveland, CO 80539-0608
Web Site: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
Email: orders@hach.com
quotes@hach.com
techhelp@hach.com
Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207, Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account 8765602385
Routing (ABA) : 026009593
Swift Code: BOFAUS3N

Quote Number 312659783

Version Number

0

(USE QUOTE Number at time of order to ensure you receive prices quoted).

Customer Ref PARTS RFQ 5/14/13
Second Customer Ref
Third Customer Ref
Payment Terms Subject to Credit Review
Currency USD
Freight Terms Prepay And Bill Customer
Ship Method RPS-RPS**FedEx- -Ground
Quote Date 05/14/2013
Expiration Date 07/15/2013
Sales Contact
Customer Number 713431
Quote Contact HUNTER STANLAND
Phone 5059554514
Fax
E-Mail hsstanland@ci.santa-fe.nm.us

Bill-To Account

267570
CITY OF SANTA FE
ATT: WATER DEPT
341 CAJA DEL RIO RD

SANTA FE,NM,87506
United States

Ship-To Account

352053
CITY OF SANTA FE
ATT: WATER DEPT
341 CAJA DEL RIO RD

SANTA FE,NM,87506
United States

Deliver-To Account

Line	Item No	Description	Quantity	Unit Price	Extended Amount
1.1	LPV431.99.00002	SS7 HACH SENSOR ASSY	2	4,050.00	8,100.00
2.1	4669212	Auto Flush Kit for Surface Scatter 6/SE Turbidimeter, 120 Vac	2	2,762.00	5,524.00
3.1	6131300	pHD sc and pHD Union Mounting Hardware, CPVC	7	301.00	2,107.00
4.1	2982300	aa KTO: CLF10sc, sc200 DUAL INPUT, GRB SMPLE	1	4,203.00	4,203.00

Quotation/ProForma Invoice

Page 3 of 3
Date 05/29/2013

number.

Roger Sedlacek

Prepared By:

Hach Hydromet	Hach Flow Products & Services	Environmental Test Systems (ETS)	Other Hach Brands
800-949-3766	800-368-2723	800-548-4381	800-454-0263
Fax: 970-461-3921	Fax: 970-619-5150	Fax: 970-619- 5025	Fax: 970-461-3919

City of Santa Fe, New Mexico

memo

To: Robert Rodarte, Purchasing Director

Via: Shannon Jones, BDD Interim Facility Manager *SL*

From: Gary Durrant, BDD Chief Operator *AD*

Date: August 21, 2013

Subject: Request for exemption to competitive procurement for Hach Company

Requested Action:

Consideration and approval of an exemption to competitive procurement for Hach Company for materials and services.

Background:

The Buckman Direct Diversion (BDD) uses Hach instrumentation extensively to monitor water quality at different points in the production process. These instruments require regular service, consumables, and calibration. Annual Certification of Accuracy via calibration is required by regulation.

Hach Company does not recognize or authorize any other service or supply organization to perform repair, or provide Certification of these instruments. Unauthorized repair or replacement of parts with non-Hach materials will result in voiding the instrument warranty.


Additionally, Hach provides exclusive instrument, process management, and quality control software that is only offered and supported by the Hach Company. The installation and maintenance of this software will significantly enhance the quality of BDD facility and process management.

Funding for Hach purchases has been approved in the annual budget by the BDD Board.

☒ **Approved**

☐ **Disapproved**

Shirley Rodriguez for Robert Rodarte, Purchasing Director

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : 1 of 6 Partnership Number : HACH287553 WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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Partnership Number :	HACH287553	Quotation Date :	18-JUL-13
Hach Company Contact :	Looney, Heather C	Expiration Date :	17-AUG-13
Customer Ref :	RENEWAL QUOTE	Service Partnership Phone :	
Customer Phone :	505-955-4505	Service Partnership Email :	hlooney@hach.com
	Customer Fax :	Customer Contact :	STANLAND, HUNTER
		Customer Email :	hsstanland@ci.santa-fe.nm.us


Bill-To Account # 713431
Ship-To Account # 40199101

Customer Name	CITY OF SANTA FE	Customer Name	BUCKMAN REGIONAL WTP	Payment Terms:	Net 30
Address4	ATT: WATER DEPT	Address4	DIRECT DIVERSION FND	Billing Method:	Annually
Address1	341 CAJA DEL RIO RD	Address1	341 CAJA DEL RIO RD	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	SANTA FE-NM-87506	City,State, Postalcode	SANTA FE-NM-87506-8503		
Province/ Country	US	Province/ Country	US		

Line	Service Name		Start Date		End Date		Description/Serial Number	Line Total
	Covered Product							
1	FSP2200PCX		15-AUG-13		14-AUG-14		Fld Svc-1V 2200PCX Particle Cntr	\$6,992.00
	1.1	2084433-01					PCX/ANA I/O KIT/WWEIR ; 0809332024	
	1.2	2084433-01					PCX/ANA I/O KIT/WWEIR ; 0809332025	
	1.3	2084433-01					PCX/ANA I/O KIT/WWEIR ; 0809332020	
	1.4	2084433-01					PCX/ANA I/O KIT/WWEIR ; 0809332022	
	1.5	2084433-01					PCX/ANA I/O KIT/WWEIR ; 0809332023	
	1.6	2084433-01					PCX/ANA I/O KIT/WWEIR ; 0809332021	
	1.7	2084433-01					PCX/ANA I/O KIT/WWEIR ; 0809332018	
	1.8	2084433-01					PCX/ANA I/O KIT/WWEIR ; 1005332100	
2	FSPSOLITAX		15-AUG-13		14-AUG-14		Fld Svc-2V Solitax Sensor	\$6,440.00
	2.1	LXV424.99.00100					db INLINE sc/INSERTION 50g/l WIPER SS ; 00001308660	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 2 of 6 Partnership Number : HACH287553
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

2.2	LXV424.99.00100			db INLINE sc/INSERTION 50g/l WIPER SS ; 1328332	
2.3	LXV424.99.00100			db INLINE sc/INSERTION 50g/l WIPER SS ; 1328333	
2.4	LXV424.99.00100			db INLINE sc/INSERTION 50g/l WIPER SS ; 00001308661	
2.5	LXV424.99.00100			db INLINE sc/INSERTION 50g/l WIPER SS ; 1328326	
2.6				LXV424.99.00100	
2.7				LXV424.99.00100	
2.8				LXV424.99.00100	
3	FSPSC100	15-AUG-13	14-AUG-14	Fld Svc-1V SC100 Controller	\$3,502.00
3.1	LXV401.52.00002			oo SC100, Hach ; 10010C0870	
3.2	LXV401.52.00002			oo SC100, Hach ; 1009430008	
3.3	LXV401.52.00002			oo SC100, Hach ; 10010C0848	
3.4	LXV401.52.00002			oo SC100, Hach ; 10010C0847	
3.5	LXV401.52.00002			oo SC100, Hach ; 10010C0838	
3.6	LXV401.52.00002			oo SC100, Hach ; 10010C0872	
3.7	LXV401.52.00002			oo SC100, Hach ; 10010C0822	
3.8	LXV401.52.00002			oo SC100, Hach ; 10010C0887	
3.9	LXV401.52.00002			oo SC100, Hach ; 10010C0826	
3.10	LXV401.52.00002			oo SC100, Hach ; 10010C0896	
3.11	LXV401.52.00002			oo SC100, Hach ; 08080C0694	
3.12	LXV401.52.00002			oo SC100, Hach ; 08080C0698	
3.13	LXV401.52.00002			oo SC100, Hach ; 08080C0693	
3.14	LXV401.52.00002			oo SC100, Hach ; 08080C0692	
3.15	LXV401.52.00002			oo SC100, Hach ; 08080C0699	
3.16	LXV401.52.00002			oo SC100, Hach ; 08080C0702	
3.17	LXV401.52.00002			oo SC100, Hach ; 08080C0704	
3.18	LXV401.52.00002			oo SC100, Hach ; 09060C0810	
3.19	LXV401.52.00002			oo SC100, Hach ; 10010C0899	
3.20	LXV401.52.00002			oo SC100, Hach ; 09060C0809	
3.21	LXV401.52.00002			oo SC100, Hach ; 10010C1103	
3.22	LXV401.52.00002			oo SC100, Hach ; 10010C0828	
3.23	LXV401.52.00002			oo SC100, Hach ; 10010C0829	
3.24	LXV401.52.00002			oo SC100, Hach ; 10010C0830	
3.25	LXV401.52.00002			oo SC100, Hach ; 10010C0837	
3.26	LXV401.52.00002			oo SC100, Hach ; 10010C0855	
3.27	LXV401.52.00002			oo SC100, Hach ; 10010C0873	
3.28	LXV401.52.00002			oo SC100, Hach ; 10010C0903	
3.29	LXV401.52.00002			oo SC100, Hach ; 10010C0888	
3.30	LXV401.52.00002			oo SC100, Hach ; 10010C0889	
3.31	LXV401.52.00002			oo SC100, Hach ; 10010C0902	
3.32	LXV401.52.00002			oo SC100, Hach ; 10010C0858	
3.33	LXV401.52.00002			oo SC100, Hach ; 10010C0856	
3.34				LXV401.52.00002	
4	FSP1720E	15-AUG-13	14-AUG-14	Fld Svc-4V 1720E Turb Sensor	\$11,640.00
4.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 100300349345	
4.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 100300349348	


	HACH SERVICE PARTNERSHIP QUOTATION	Page : 3 of 6 Partnership Number : HACH287553
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

4.3	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 080900126845
4.4	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 080900126850
4.5	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 080900126826
4.6	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 080900126830
4.7	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 101000010070
4.8	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 110720041014
4.9	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 090700326995
4.10	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 100300349354
4.11	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 100300349350
4.12	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 100300349351
4.13	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 100300349352
4.14	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 100300349353
4.15	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 100300349349
4.16	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 100300349355
4.17	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 100300349356
4.18	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 100300349357
4.19	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 080900126834
4.20	LPV417.99.00002	LPV417.99.00002


5	PMP-GLPHORP-1V	15-AUG-13	14-AUG-14	PMP-GLI pH ORP PROBE-1V (FRV 1)	\$1,400.00
5.1	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1009430007	
5.2	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1009430021	
5.3	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1009430102	
5.4	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1009430422	
5.5	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1009430107	
5.6	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1008431423	
5.7	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1008431820	

	HACH SERVICE PARTNERSHIP QUOTATION <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	Page : Partnership Number : WebSite: www.hach.com	4 of 6 HACH287553 <i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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	5.8				DPD1P1	
6	PMP-1V-MISC		15-AUG-13	14-AUG-14	Porminent Dulcometer D1C Flouride Controller MISC SERIALIZED INSTRUMENT ; 2711010303 D1CB MISC SERIALIZED INSTRUMENT ; 2711010304 D1CB	\$226.00
	6.1	99MISC S INSTR				
	6.2	99MISC S INSTR				
7	PMP-2V-MISC		15-AUG-13	14-AUG-14	Prominent Dulcotest 4-20 Flouride MISC SERIALIZED INSTRUMENT ; 3050000518 MISC SERIALIZED INSTRUMENT ; 3050000513	\$902.00
	7.1	99MISC S INSTR				
	7.2	99MISC S INSTR				
8	PMP-2V-MISC		15-AUG-13	14-AUG-14	Foxboro 875EC-A3F Conductivity Controller MISC SERIALIZED INSTRUMENT ; 936073010001	\$226.00
	8.1	99MISC S INSTR				
9	PMP-2V-MISC		15-AUG-13	14-AUG-14	Foxboro 871EC-LBO Conductivity MISC SERIALIZED INSTRUMENT ; 2B1010/11	\$226.00
	9.1	99MISC S INSTR				
10	PMP-2V-MISC		15-AUG-13	14-AUG-14	Chemtrac Dura-trac Streaming Current MISC SERIALIZED INSTRUMENT ; SCH2510C009	\$226.00
	10.1	99MISC S INSTR				
11	PMP-2V-MISC		15-AUG-13	14-AUG-14	Chemtrac SCM 2500 Streaming Current MISC SERIALIZED INSTRUMENT ; Chem001	\$226.00
	11.1	99MISC S INSTR				
12	PMP-2V-MISC		15-AUG-13	14-AUG-14	Rosemount 1056 Ozone Residual Controller MISC SERIALIZED INSTRUMENT ; E09-655968 MISC SERIALIZED INSTRUMENT ; F09-656929 MISC SERIALIZED INSTRUMENT ; H09-672073 MISC SERIALIZED INSTRUMENT ; F09-656930 MISC SERIALIZED INSTRUMENT ; F09-656931	\$1,130.00
	12.1	99MISC S INSTR				
	12.2	99MISC S INSTR				
	12.3	99MISC S INSTR				
	12.4	99MISC S INSTR				
	12.5	99MISC S INSTR				
13	PMP-2V-MISC		15-AUG-13	14-AUG-14	Rosemount 0499AOZ-54 Ozone Residual Probe MISC SERIALIZED INSTRUMENT ; 0499AOZ-54 01 MISC SERIALIZED INSTRUMENT ; 0499AOZ-54 02 MISC SERIALIZED INSTRUMENT ; 0499AOZ-54 03 MISC SERIALIZED INSTRUMENT ; 0499AOZ-54 04	\$904.00
	13.1	99MISC S INSTR				
	13.2	99MISC S INSTR				
	13.3	99MISC S INSTR				
	13.4	99MISC S INSTR				
14	PMP-2V-MISC		15-AUG-13	14-AUG-14	Rosemount ORP TUpH 0396PVP-12-55-41	\$226.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 5 of 6 Partnership Number : HACH287553
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14.1	99MISC S INSTR			MISC SERIALIZED INSTRUMENT ; 0396PVP-12-55-41	
15	PMP-2V-MISC	15-AUG-13	14-AUG-14	Rosemount pH accuglass TUpH 0396PVP-10-55-41 MISC SERIALIZED INSTRUMENT ; 0396PVP-10-55-41	\$226.00
15.1	99MISC S INSTR				
16	PMP-2V-MISC	15-AUG-13	14-AUG-14	Endress Hauser CCS141 - Chlorine MISC SERIALIZED INSTRUMENT ; CCS141 #1 MISC SERIALIZED INSTRUMENT ; CCS141 #2 MISC SERIALIZED INSTRUMENT ; CCS141 #3	\$1,353.00
16.1	99MISC S INSTR				
16.2	99MISC S INSTR				
16.3	99MISC S INSTR				
17	PMP-1V-MISC	15-AUG-13	14-AUG-14	Endress Hauser LiquiSys MCCM253 Controller - pH / Temp / Chlorine MISC SERIALIZED INSTRUMENT ; FF001 CPS11-2BA2ESA MISC SERIALIZED INSTRUMENT ; FF002 CPS11-2BA2ESA MISC SERIALIZED INSTRUMENT ; FF003 CPS11-2BA2ESA	\$339.00
17.1	99MISC S INSTR				
17.2	99MISC S INSTR				
17.3	99MISC S INSTR				
18	PMP-2V-MISC	15-AUG-13	14-AUG-14	Endress Hauser Orbisint CPS11 - pH / Temp MISC SERIALIZED INSTRUMENT ; CPS11 #1 MISC SERIALIZED INSTRUMENT ; CPS11 #2 MISC SERIALIZED INSTRUMENT ; CPS11 #3	\$1,353.00
18.1	99MISC S INSTR				
18.2	99MISC S INSTR				
18.3	99MISC S INSTR				
19	HACH PM 4 VISIT	15-AUG-13	14-AUG-14	4 ON SITE VISITS	\$0.00
19.1	FIELD CONTRACT SITE			Field Service Contract site visit ; HACH287553	
20	FSP2100AN	15-AUG-13	14-AUG-14	Fld Svc-1V 2100AN Turb:13-NOV-2012:12-NOV-2013 2100AN LAB TURB, EPA 180.1 ; 10120C022395	\$261.00
20.1	4700100				
21	FSP2100Q	15-AUG-13	14-AUG-14	Fld Svc-1V 2100Q Turb 2100Q PORTABLE TURBIDIMETER ; 10070C003701 2100Q PORTABLE TURBIDIMETER ; 11050C009348	\$466.00
21.1	2100Q01				
21.2	2100Q01				
22	BSPHQD	15-AUG-13	14-AUG-14	Bnch Svc-HQD Series HQ11d pH PORTABLE METER ; 110600056195	\$229.00
22.1	HQ11D				
23	BSPDR800	15-AUG-13	14-AUG-14	Bnch Svc-DR/800 Series oo DR/890 COLORIMETER, HACH ; 101290C81576 oo DR/890 COLORIMETER, HACH ; 110190C81562	\$393.00
23.1	4847000				
23.2	4847000				

	HACH SERVICE PARTNERSHIP QUOTATION <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	Page : Partnership Number : <i>WebSite:</i> www.hach.com	6 of 6 HACH287553 <i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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23.3

4847000

oo DR/890 COLORIMETER, HACH
; 110190C81576

Sub Total : \$38,886.00
Tax: \$0.00
Total : \$38,886.00

Partnership Notes :

PAYMENT IN FULL IS DUE AT THE TIME OF PARTNERSHIP ACTIVATION.

FOR IMMEDIATE ASSISTANCE, CONTACT OUR EXCLUSIVE PARTNERSHIP TECHNICAL SUPPORT GROUP AT 1-866-902-HACH (4224). PLEASE REFERENCE YOUR PARTNERSHIP AGREEMENT NUMBER WHEN CALLING IN.

TO SCHEDULE ONSITE VISITS, PLEASE CONTACT THE SERVICE DISPATCH TEAM BY PHONE AT 1-800-227-4224 X6066 OR BY EMAIL AT DISPATCH@HACH.COM.

SEND CONFIRMING PURCHASE ORDER FOR ORDERS \$25,000 OR MORE TO THE EMAIL ADDRESS OR FAX NUMBER BELOW.

If I can be of any further assistance please contact me at
800-227-4224 x6420 or you can email me at hlooney@hach.com, or fax me at 970-619-5784.
Thank you for your business,

Heather Looney
Service Partnership Renewal Team

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 incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

Customer Name : CITY OF SANTA FE

Customer P.O. Number : _____

Customer Reference Number : _____

MEMORANDUM

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

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

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

DATE: August 22, 2013

SUBJECT: Update on Drought, Monsoon, and Water Resource Management

CURRENT PUC UPDATE

As the Committee is aware, our region is still suffering through a severe drought. Our region has gone through two consecutive years of record drought and heat. It is now apparent that we are in a third consecutive year of severe drought and heat which will present significant challenges to all water purveyors, utilities, and irrigators. Even though much of the State and our region have received moderate monsoonal rains, most of the state of New Mexico remains in "extreme" drought conditions or worse. New Mexico appears to be the epicenter of the western U.S. drought. Although rainfall associated with the monsoon should diminish during September, improvement is forecast for parts of Arizona, Colorado, and New Mexico. Weather prediction models indicate that, at least through October of this year, drought conditions in the southwest (especially Arizona and New Mexico) should improve slightly, but that overall drought conditions will still persist. Above average temperatures are also expected.

This current drought is extreme, but what sets it apart from previous extreme droughts is that, absent significant monsoonal rains and winter snow the rest of this year, the region will enter into next spring and summer without carry-over water in regional reservoirs – they are at historic low levels. This condition is unprecedented and could make next year much more challenging than the current year. However, the 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.

Water Resource Management

In accord with recent BoR/USACoE models that indicated the probability of critically low flows in the Rio Grande, the last few weeks have seen flows as low as about 350 cubic feet per second (CFS). In a "normal" year flow ought to be around 1,000 cfs or more. Turbidity and suspended sediment has also been high, especially following intense monsoonal rain storms. For this reason,

the BDD Project was been more-or-less shut down during the month of July and many days so far this August. Also, the Canyon Road Water Treatment Plant may also experience significant supply shortfalls later this year. However, City water resource managers are closely monitoring the water supply situation and are prepared to offer a variety of options to decision-makers. Local reservoirs on the upper Santa Fe River currently have about 29.9% of full capacity, or enough water to average about 2-3 million gallons per day of production from the Canyon Road Water Treatment Plant, through August. Beyond August, the BDD Project and wells are expected to meet demand. Also, policy makers may consider implementation of Emergency Drought Stages pursuant to the Conservation Ordinance. Therefore, City decision-makers and resource managers have a variety of policy options available in order to meet water supply demands during times of drought.

Local Conditions – Upper Santa Fe River

	Reservoir Level	Santa Fe Snow Gage	Reservoir Inflow
July 25, 2013	29.9%	0.0 inches	1.29 MGD
5-Year Average This Date (2008 – 2012)	60.9%	0.0 inches	2.07 MGD

The City of Santa Fe has rights to a total of up to 5,040 acre-feet per year in Nichols and McClure Reservoirs, although the reservoirs did not receive near that amount of inflow this year. It is anticipated that upper canyon reservoir water will be available through August, but there will be little to no usable carry-over storage in the local reservoirs without significant moisture/snow between now and next high-demand season. Additionally, capture and storage of any inflow that may occur this year will be challenging due to start-up in September of new construction of badly needed facilities within the reservoirs and abutting the dams (i.e., new intake structures and appurtenant facilities).

Rio Grande Basin

Surface flows in the Rio Grande and its tributaries have been well below normal, storage levels in regional reservoirs are very low currently, and the federal BoR recently stated that if there is no “meaningful moisture” received this winter/spring then this would mark the lowest water levels ever in New Mexico reservoirs prior to entering into a new irrigation season. With large moisture deficits deeply entrenched across the region, meaningful improvement seems unlikely. Legal and hydrologic compliance with the various Biological Opinions (Endangered Species Act, e.g., silvery minnow) in the middle and upper reaches of the Rio Grande will become very difficult, if not impossible, through the summer and fall months.

As indicated earlier in this memo, currently flows in the Rio Grande at the BDD are critically low. Over the last few weeks, the river in this location as had flows as low as about 350 cubic feet per second (CFS). In a “normal” year flows at this time ought to be around 1,000 cfs or more. Turbidity and suspended sediment levels have also been high, especially following recent intense monsoonal rain storms.

Wild Earth Guardians has recently filed a notice of intent (NOI) to file suit against Middle Rio Grande Collaborative Program signatories, citing violations of the current Biological Opinion under the auspices of the Endangered Species Act. However, the BDD Project is not a signatory to the Collaborative Program so the Project is not currently named. The outcome of the NOI and possible subsequent law suit are uncertain at this time.

San Juan Basin

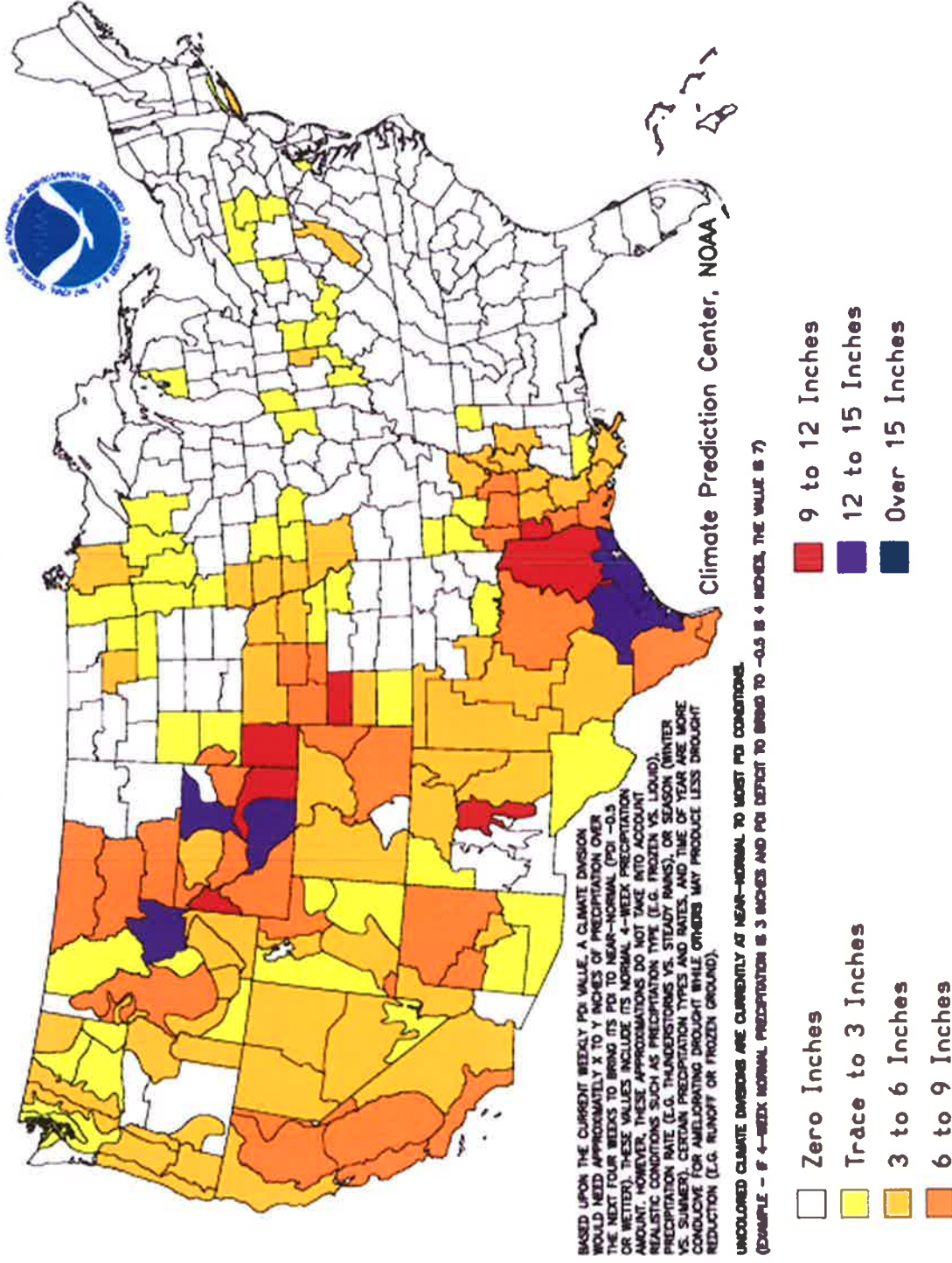
The streamflow forecast for the San Juan River Basin is 75 percent of the 30 year avg. (1981-2010). San Juan-Chama contractors have received full allocation of San Juan-Chama Project water this year (up from a previous forecast of only 80%). However, most of this water has already been used by the larger purveyors and irrigators in the middle Rio Grande, and so they are no longer calling for/releasing their water. The water that is currently in the Rio Grande at Otowi Gage is therefore not so much imported San Juan-Chama water as it is environmental flows and native Rio Grande water. However, when water quality conditions permit, the BDD Project is still able to call for and receive its allocation of San Juan-Chama water.

It should be stressed that, conditions could significantly worsen for San Juan Chama Project deliveries next year if the drought persists, due to a lack of carry-over storage in Heron Reservoir and other reservoirs in the system. If conditions do not change, after deliveries are made out of Heron Reservoir this year, that reservoir will be heading into the next water-year at historically low levels.

Additional Precip. Needed (In.) to Bring PDI to -0.5

Weekly Value for Period Ending AUG 10, 2013

Long Term Palmer Drought Severity Index (PDI)



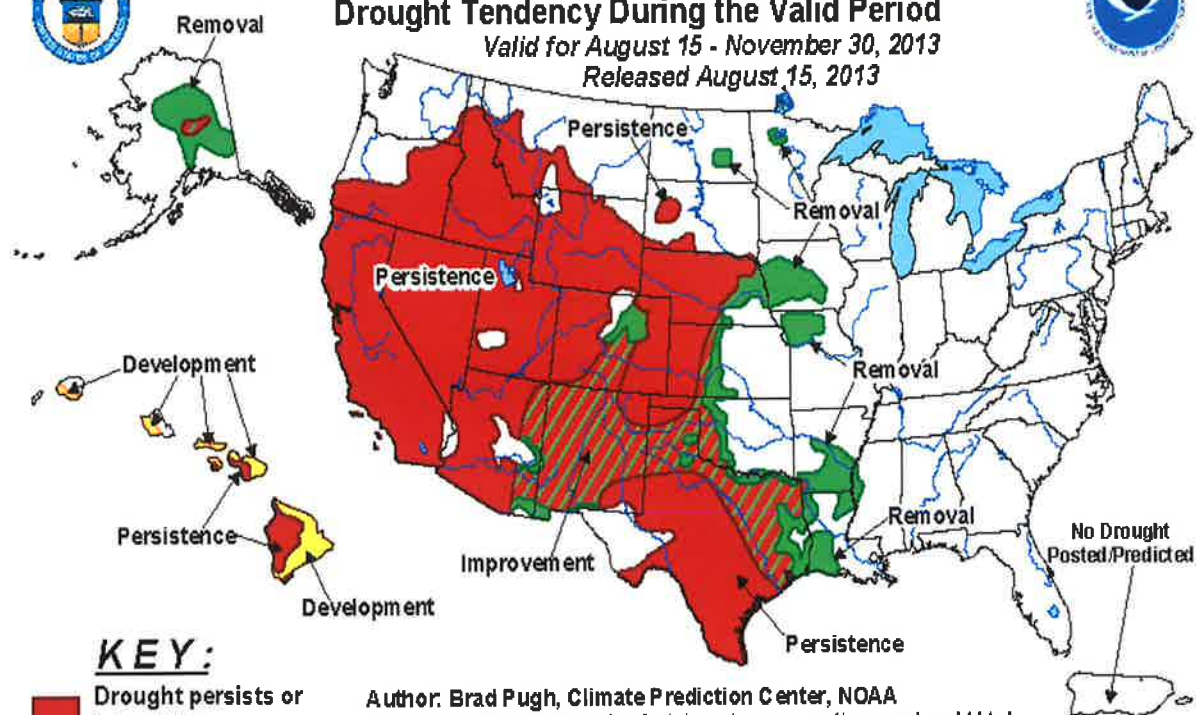


U.S. Seasonal Drought Outlook

Drought Tendency During the Valid Period

Valid for August 15 - November 30, 2013

Released August 15, 2013



KEY:

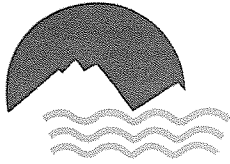
- Drought persists or intensifies
- Drought remains but improves
- Drought removal likely
- Drought development likely

Author: Brad Pugh, Climate Prediction Center, NOAA

http://www.cpc.ncep.noaa.gov/products/expert_assessment/season_drought.html

Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Short-term events -- such as individual storms -- cannot be accurately forecast more than a few days in advance. Use caution for applications -- such as crops -- that can be affected by such events. "Ongoing" drought areas are approximated from the Drought Monitor (D1 to D4 intensity). For weekly drought updates, see the latest U.S. Drought Monitor.

NOTE: The Green and Brown hatched areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period although drought will remain. The Green areas imply drought removal by the end of the period (D0 or none)



Buckman Direct Diversion Project

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

DATE: September 4, 2013

TO: Buckman Direct Diversion Board

FROM: Stephanie Lopez, Office Manager
Public Utilities Department *[Signature]*

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

ITEM AND ISSUE:

Request to Change Time of December 5, 2013 Buckman Direct Diversion Board Meeting

BACKGROUND AND SUMMARY:

The City Council Chambers will be unavailable on December 5, 2013 at 4:00 to hold our regular BDDDB meeting, however, the chambers are available from 2:00 - 4:00 p.m. The City Clerk's office will be using the Council Chambers to draw for positions on the ballot for the March elections beginning at 5:00 p.m.

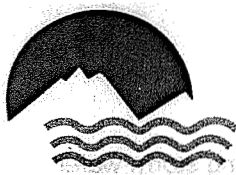
The County Commission Chambers are also unavailable at 4:00 p.m. due to wedding ceremonies.

Staff is requesting that the meeting time be rescheduled for 2:00 p.m. to conduct the BDDDB meeting in the City Council Chambers.

REQUESTED ACTION:

For your approval.





Buckman Direct Diversion Project

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

Memo

Date: August 27, 2013

To: Buckman Direct Diversion Board

From: Shannon Jones, Interim BDD Facility Manager *SH*

ITEM AND ISSUE:

Request Direction from the BDDDB to Enhance the Buckman Direct Diversion Early Notification System.

BACKGROUND AND SUMMARY:

In 2007, the Buckman Direct Diversion Board (BDDDB) requested a written agreement with Los Alamos National Laboratory (LANL). On May 13, 2010, the Buckman Direct Diversion Board (BDDDB) and the United States Department of Energy (DOE) entered into a Memorandum of Understanding (MOU) regarding Water Quality Monitoring. The purpose of the MOU was "to establish roles and responsibilities with regard to coordination of monitoring activities by Los Alamos National Laboratory (LANL) and the Department of Energy (DOE) in Los Alamos Canyon, Pueblo Canyon, and the Rio Grande in relation to operation of the Buckman Direct Diversion Project (BDD Project)."

In Section "E", subpart 1, of the MOU, the agreement identifies a LA/P (Los Alamos and Pueblo) Canyon Early Notification Gaging System. The purpose of the early notification system is to provide real time stream flow data to the BDD Project. Real-time stream flow data will enable the BDD Project to make decisions regarding facility operations, including temporary ceasing diversion of water from the Rio Grande. This data is provided through the following gaging stations;

- Station E060 in Pueblo Canyon above the Los Alamos Canyon confluence,
- Station E050 in Los Alamos Canyon above the Pueblo Canyon confluence, and
- Station E109.9 (formally E110) in lower Los Alamos Canyon above its confluence with the Rio Grande.

This is due to the fact that the point of diversion for the BDD Project is located approximately three (3) miles downstream from the confluence of the Rio Grande and Los Alamos Canyon. Water from Los Alamos and Pueblo Canyon intermittently and infrequently flow into the Rio Grande due to storm events in this watershed. The Los Alamos/Pueblo Canyon Watershed (LA/P Canyon Watershed) contains sediment with LANL-origin contamination from historic releases from LANL. These sediments could transport to the Rio Grande during storm events. The LA/P Canyon Watershed has been investigated under the Compliance Order on Consent with the New Mexico Environmental Department, and measures (including infrastructure) to reduce the transport of contaminated sediments have been implemented.



The State of New Mexico Environmental Department, Oversight Bureau has been monitoring storm water and the transportation of sediment from Los Alamos since 2001. Their monitoring has included sampling of the E109.9 Gaging Station as well as the Buckman Direct Division Site. In August of 2013, the NMED Oversight Bureau requested that BDD Staff reprogram NMED's sampling equipment, located at the BDD diversion site, to be trigger by flows for E50 and E60, and no longer be trigger by E109.9. One reason for the change in monitoring is to capture data on potentially contaminated sediment transported from Los Alamos Canyon and Pueblo Canyon and NOT Guaje Canyon, because Guaje Canyon is not influenced by LANL.

During the 6th Biannual DOE and BDDB MOU Meeting, held on March 27, 2012, staff discussed the possibility of utilizing gaging stations E50 and E60 as a Contingency Plan for the ENS (Early Notification System). Danny Katzman and Armand Groffman with LANL are currently preparing ENS Operation and Maintenance (O&M) procedures to be included in Appendix A of the MOU. The intent of the Contingency Plan is to have policies and procedures in place in the event that E109.9 gaging station was to become inoperable.

On August 9, 2013, the San Ildefonso Pueblo issued a Notice of Termination of Access to Station E109.9 to the DOE. Pursuant to the notification, access to the E109.9 Gaging Station will be denied to both the DOE and the BDD. On August 23, 2013, BDD Staff and representatives from the City of Santa Fe and Santa Fe County met with San Ildefonso Governor Terry Aguilar. In this meeting, the BDD issued a letter to the San Ildefonso Pueblo requesting a lease agreement to access the E109.9 Gaging Station. On August 27, 2013 the San Ildefonso Pueblo responded to the request for a lease agreement indicating that request would be considered pending a \$25,000 application fee and the following documentation: A Site Survey, Operations Agreement between the BDD and DOE, Environmental Reports, Appraisal, requested term of the lease, protocols for access, protection of information, and for discoveries of cultural resources.

Currently, BDD Staff has identified two (2) potential scenarios to maintain the Early Notification System:

1. The BDDB could enter into a lease agreement with San Ildefonso Pueblo. While no modification to the operational procedures would be required, the current MOU would need to be renegotiated to reflect maintenance of the site. An initial cost of \$25,000 for the application fee would be required, then possible cost of a site survey, appraisal, and Environmental Assessment, and then ultimately the annual cost the lease. The Pueblo has indicated that they would allow the BDD access to the site during the application process so long as it was moving forward.
2. The ENS and Operational Procedures could be modified to utilize E50 and E60 to trigger the ENS. This would require reprogramming of the flow signal from E109.9 to E50 and E60. This is already available because we have accommodated the New Mexico Environmental Department, Oversight Bureau to operate in this capacity. The current MOU would need to be renegotiated to reflect modifications. The DOE would need to install video surveillance equipment and staff gage on the flume wall, but flow signals are already in place for the immediate use of the sites. The BDD would lose redundancy in the ENS.

ACTION REQUESTION:

Provide staff with direction as to which ENS Modification best achieves the overall goals of the BDDB and reflects the best interest of the Buckman Direct Diversion Project.

ATTACHED:

- Notice of Termination of Access to Station E109.9
- Lease Application to San Ildefonso Pueblo
- Response from San Ildefonso Pueblo on Lease Application



Pueblo de San Ildefonso
Office of the Governor

SI-GC13-180

August 9, 2013

Peter Maggiore
United States Department of Energy
Los Alamos, NM

RE: Notice of Termination of Access to Station E.109.9 Located within the Pueblo de San Ildefonso

Dear Mr. Maggiore:

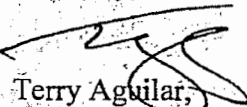
Please accept this letter as the Pueblo's notice of its intent to terminate all agreements in relation to Station E109.9 (also referred to as E110) located within the exterior boundaries of the Pueblo de San Ildefonso. As you are aware, there are several agreements that pertain to access to site, installation of and use of equipment such as cameras and telemetry systems. There are also pending requests to install additional equipment. The Pueblo has become increasingly concerned about the expansion of the activities at the site and what has become an expanded footprint for what had initially started out as a limited monitoring site. In addition, it appears there are several safety and environmental issues that are occurring at the site. As a result, the Pueblo is notifying the affected parties that it intends to terminate the agreements in their present form and will deny any and all pending requests for access and installation of additional equipment to E109.9. The Buckman Direct Diversion Board, as a party to one of the agreements, will also be notified that their access will be denied as well.

This notice of termination is effective within thirty (30) days pursuant to the Protocols for Operation at Station E109.9 and provides notice of the overall intent to terminate those provisions of the Memorandum of Understanding regarding Monitoring, dated August 15, 1996 that relate to the E109.9 gauging site..

The Pueblo understands the importance of collecting data at this site and will reconsider access to the site if all parties agree to: 1) renegotiate new terms through another legal form such as a lease agreement or something similar; and 2) address the safety and environmental issues at the site.

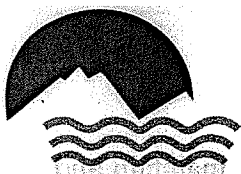
Thank you for your attention to this matter. I look forward to discussing this matter with you and all other related parties in the effort to possibly renegotiate access to the site in the near future.

Sincerely,



Terry Aguilar,
Governor

cc: Bob Mulvey, Buckman Diversion Facility Manager
Kevin Smith, Los Alamos Site Manager



Buckman Direct Diversion Project

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

To: Pueblo of San Ildefonso
Governor Terry Aguilar
Route 5, Box 315-A
Santa Fe, New Mexico 87506

From: Buckman Direct Diversion Board
City of Santa Fe Project Manager
Shannon Jones, Interim Facilities Manager
341 Caja Del Rio Road
Santa Fe, New Mexico 87506

Re: Lease Application to San Ildefonso Pueblo
Date: August 23, 2013

The Buckman Direct Diversion Board submits this letter application for a lease of land at the E109.9 gage in Los Alamos/Pueblo Canyon for environmental monitoring purposes.

Purpose: The intent of this lease is to allow access to, and operation, repair and maintenance of, the measurement and sampling devices at the E 109.9 gage station, and to provide for water quality testing and real time data of stormwater flows in LA/Pueblo Canyon for water leaving the Los Alamos watershed upstream of the BDD Project intake. An equal goal of this lease is the protection and preservation of the natural, cultural and traditional resources of the Pueblo.

Description of Activities: Operation, repair and maintenance of a measurement and camera system at Station E109.9. The bottom and south side of the concrete flume will be enhanced with a pattern that will provide a contrasting background for observing flowing water within the flume. The south side painting will include a numeric scale corresponding to the vertical depth of water at the point of measurement in the flume. The camera field of view shall be limited to the bottom and south side of the concrete flume and will be fixed and non-adjustable. Images shall be captured without the use of supplemental visible lighting or flash photography. Infrared technology will be used to take images at night or under dark conditions. The camera will capture images of the flume approximately every five minutes. Power for the camera and telemetry system will be derived from the solar power supply for the E109.9 gage. This will require the installation of additional batteries, and solar panels. The additional batteries and panel are located within the project footprint. Installation of any additional equipment beyond that described herein shall require notice to and approval from the Pueblo.

Access: BDD Project staff and authorized contractors shall have access to repair, maintain and operate the E109.9 facilities. A communication and access approval process shall be identified to meet the needs of the Pueblo and BDD Project.

Other lease terms and provisions to be developed by the parties.

The BDD Board and Project request provisional access to the E109.9 gage while this lease application is processed and reviewed by the Pueblo and BDD Board.

Thank you for your consideration.



Shannon Jones, Interim BDD Facility Manager



Pueblo de San Ildefonso
Office of the Governor

SI-GC13-189

August 27, 2013

Shannon Jones

BUCKMAN DIRECT DIVERSION

341 Caja Del Rio Road

Santa Fe, New Mexico 87506

RE: E-109.9 Gage Lease Application

Dear Mr. Jones:

This letter follows up on the August 23, 2013 meeting between you, me, the Buckman Direct Diversion (BDD) and Pueblo staff regarding the BDD activity at the Pueblo de San Ildefonso.

The Pueblo agreed that the letter you hand-delivered that day, along with a payment for the Land Use Application Fee, will allow the Pueblo to issue a Special Land Use License (License) to BDD to operate the E-109.9 Gage for the next 90 days. The amount of the Application Fee is \$25,000. The check should be made payable to the "Pueblo de San Ildefonso", and delivered to the attention of the Natural Resources Director, Stephen Martinez. The License will be issued promptly upon receipt of the application fee payment.

Also at the meeting, the Pueblo provided BDD with a checklist of the items needed to obtain federal approval of a lease for the gage site between BDD and the Pueblo, in order to comply with applicable federal regulations at 25 CFR Part 162.

Some of the documentation that will be needed from BDD in order to comply with federal requirements for lease approval includes:

1. A Survey of the Site. BDD indicated it had good mapping available. The Pueblo also has some of that mapping. The Pueblo's Natural Resources Director will determine whether those are adequate for the purpose of securing federal approval. If not, a licensed surveyor may need to be engaged at BDD expense to prepare a survey plat of the Pueblo property to be encumbered by the lease.
2. Operation Agreements. BDD said it has a written agreement with the National Nuclear Security Administration (NNSA) and the Department of Energy (DOE) Environmental Management (EM) for Los Alamos National Laboratory (LANL) to operate and maintain the E-109.9 Gage into 2015. The Pueblo needs a copy of that agreement. We want to be sure that the lease recognizes the services described in that agreement, and has language in the lease that allows compliance with those commitments.

3. **Environmental Reports.** The Pueblo understands that there may have been an Environmental Assessment (EA) done by DOE prior to installation of the E-109.9 Gage. The Pueblo also understands that permits from the U.S. Army Corp of Engineers were required, as well. The Pueblo needs to receive copies of all the paperwork connected with those environmental review and protection activities, in order to determine what will be needed now to secure federal approval of a lease for the gage site. We initially think that a new Environmental Assessment will be needed. That will be at BDD expense.
4. **Appraisal.** Federal regulations require that the Pueblo be paid at least "fair market value" for any lease. Preliminary discussions with the Pueblo's Natural Resources Director indicate that an appraisal by a certified fee appraiser will determine the amount of consideration to be paid to the Pueblo by BDD during the term of the lease. The appraisal process involves coordination with the Pueblo's Natural Resources Director, as well as the appraisal review person at the federal Office of Special Trustee (OST). A meeting with that person to define the scope of work for the appraiser is an essential step in that process. Otherwise, this component of the federal review process can be delayed.
5. **Term.** Your letter did not specify the lease term requested. That is still under discussion at the Pueblo.
6. **Protocols.** The Pueblo has developed protocols for (a) access to its lands, (b) protection of confidential information, and (c) inadvertent discoveries of cultural resources or human remains. The Pueblo is currently working on tailoring those protocols we think will work for the Pueblo and BDD in connection with this Lease. The Lease will refer to the Protocols. When the Pueblo review of these protocols is complete, we will send it to BDD for review. We can meet to discuss and resolve any concerns you may have after that. We are aware of the existing protocol for the gage.

The items identified above are not exhaustive and the Pueblo relies upon the checklist to insure that all federal leasing requirements are met.

On behalf of the Pueblo, we appreciate BDD's willingness to work with the Pueblo so that the Pueblo's interest in protecting its lands, and BDD's interest in maintaining operation of the E-109.9 Gage are both addressed to our mutual satisfaction. We look forward to working together in the coming months to secure a federally-approved lease of Pueblo lands to BDD for the gage.

The License may be extended beyond the original 90 days, if both the Pueblo and BDD are working together to complete the lease negotiation and approval process.

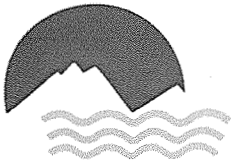
I look forward to hearing back from you soon, and delivery of the Application Fee check, so that the Pueblo can issue a License for continued operation of the gage by BDD, and its contract operator.

Sincerely,



Terry Aguilar, Governor

Cc: Stephen Martinez, Director, Natural Resources
Steve Rydeen, Director, Department of Cultural Protection
Peter C. Chestnut
Carolyn J. Abeita
GC File



Buckman Direct Diversion Project

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

MEMORANDUM

Date: August 26, 2013

To: Buckman Direct Diversion Board

From: Rick Carpenter, BDD Project Manager *RC*

Subject: **Contract Amendment of \$35,800 (Exclusive on NM GRT) for Geosystems Analysis, Inc., for Unanticipated and On-going/Extended Habitat Restoration Efforts for the BDD Project**

BACKGROUND

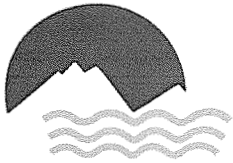
The BDD Project is required to perform certain environmental mitigation measures pursuant to the Project's NEPA Environmental Impact Statement. Generally, the BDD is required to remove certain non-native vegetation, re-vegetate the areas with native riparian and upland species, and maintain the newly restored habitat until it becomes naturally self-sufficient. The BDD Project is required to restore approximately 7 acres of habitat.

The next stage of restoration efforts will consist of implementing forestry treatments to approximately a total of 7 acres of non-native forest dominated by saltcedar, Russian olive and Siberian elm. The purpose of this work is to prepare the site for follow-up seeding and revegetation with native plants. Forestry treatments will be implemented in a manner that minimizes soil disturbance, minimizes damage to existing native plants within the project area, and minimizes the need for follow-up herbicide applications to non-native tree root-sprouts. In addition to the forestry work, the project involves excavating a small backwater channel and floodplain depression that will eventually be planted with native willows and cottonwoods.

Unanticipated and On-going/Extended/Expanded Efforts (Total of \$35,800):

A Unanticipated delay of one year resulting from a legal challenge to the NEPA documents, and also resulting from unprecedented drought, caused extended and expanded levels of effort, increased complexity, and also the need to purchase additional equipment that was not in the original scope of work – as discussed below:





Buckman Direct Diversion Project

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

Task 3. Restoration Construction Oversight, additional \$15,800: GeoSystems Analysis has been and will continue to serve as client field representative responsible for managing and overseeing daily restoration implementation activities. However, this work was delayed and then necessarily extended/expanded for two reasons, which were not anticipated in the original scope of work:

(1) Appeals associated with the Environmental Assessment submitted by the New Mexico Wildlife Federation prevented execution of time-sensitive and seasonally-related forestry and revegetation, and

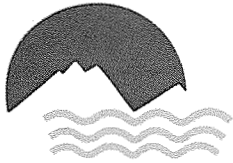
(2) Severe drought conditions during winter/spring 2013 substantially increased the risk of revegetation failure which required additional planning and resulting in delays and associated extended work efforts. Therefore, the BDD's 7-acre aquatic habitat restoration project will be implemented from fall 2013 to spring 2014, not 2012/2013 as originally planned.

This will result in approximately \$15,800 of additional restoration construction oversight budget on unanticipated activities associated with overseeing and coordinating riparian mitigation activities in the BDD project area, and with coordinating with the USFS on vehicle and ATV access issues, site security issues, and developing fence/parking area design concepts to restrict vehicle access.

Task 4. Install Groundwater Monitoring Wells (\$7,500): GeoSystems Analysis purchased, installed, and instrumented three shallow groundwater monitoring wells (piezometers) in the riverside habitat area. Piezometer installation occurred in early summer of 2013.

The data shows that the groundwater level in revegetation areas has declined to very low levels associated with the record low flows in the river (unanticipated severe drought conditions). This means that additional irrigation water will be required for potted plants that will be installed in portions of the project area. Installation of soil moisture sensors in the proposed irrigation area will be required so that data from the sensors can be used to guide irrigation management (i.e. how much water to apply and how often). This is important because irrigation will be labor intensive and expensive. Also, mistakenly adding too little water would exacerbate the risk of failure in the revegetation area. The cost for purchasing, installing and calibrating the soil moisture sensors (including a rain gage) is \$7,500.





Buckman Direct Diversion Project

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

Task 5. General Technical Support (\$12,500): GeoSystems has been and will continue to provide general technical support services associated with on-going miscellaneous project implementation activities.

It is anticipated that there will be the need for ongoing general technical support on the project over the next year, including but not limited to: 1) coordinating public access control actions including developing signs, fencing and gates to restrict vehicle access; 2) attending additional EIS meetings with the USFS; 3) additional periodic meetings and conference calls with BDD staff, federal agencies, and project collaborators; 4) assisting BDD with public outreach/education activities, and; 5) supporting BDD with periodic site security and livestock trespass issues. An additional 100 hours is anticipated (\$125/hr x 100 hours = \$12,500).

RECOMMENDATION

Staff recommends approval of the requested contract amendment in the amount of \$35,800 (exclusive of NM GRT).

\$15,800.

\$7,500.

\$12,500.

Total \$35,800.



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

DRAFT

AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated September 13, 2012 (the "Agreement"), between the Buckman Direct Diversion Board (the "BDDDB") and GeoSystems Analysis Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the BDDDB.

RECITALS

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

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

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended so that the contract adds the following additional language to Task 3, 4 & 5:

Task 3. Restoration Construction Oversight - Additional restoration construction oversight budget on unanticipated activities associated with overseeing and coordinating riparian mitigation activities in the BDD project area, and with coordinating with the USFS on vehicle and ATV access issues, site security issues, and developing fence/parking area design concepts to restrict vehicle access.

Task 4. Install Groundwater Monitoring Wells - Installation of new soil moisture sensors in the proposed irrigation area will be required so that data from the sensors can be used to guide irrigation management. Geosystems will purchasing, install and calibrate the soil moisture sensors (including a rain gage).

Task 5. General Technical Support - There will be the need for ongoing general technical support on the project over the next year, including but not

DRAFT

limited to: 1) coordinating public access control actions including developing signs, fencing and gates to restrict vehicle access; 2) attending additional EIS meetings with the USFS; 3) additional periodic meetings and conference calls with BDD staff, federal agencies, and project collaborators; 4) assisting BDD with public outreach/education activities, and; 5) supporting BDD with periodic site security and livestock trespass issues. An additional 100 hours is anticipated

2. COMPENSATION.

Article 4, of the Agreement is amended to increase the amount of compensation by a total of thirty five thousand eight hundred dollars (\$35,800.00), plus applicable gross receipts taxes plus premiums, policy fees and taxes

so that Article 4 reads as follows:

A. The BDDDB shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred seventeen thousand one hundred ninety five dollars (\$117,195.00), plus applicable gross receipts taxes plus premiums, policy fees and taxes.

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

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

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the

Professional Services Agreement as of the dates set forth below.

DRAFT

BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR:

By: _____
BDDDB Facilities Manager
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Nancy R. Long, BDDDB Counsel

APPROVED:

ATTEST:

Marcos A. Tapia, City Finance Director

Yolanda Y. Vigil, City Clerk
File Date: _____

728000
Business Unit/Line Item



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

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

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

2 Name of Contractor Geosystems Inc.

3 Complete information requested ☒ Plus GRT
☐ Inclusive of GRT

Original Contract Amount: \$81,395.00

Termination Date: _____

☒ Approved by BDDB Date: June 30, 2013

☐ or by Project Manager Date: _____

Contract is for: Mititagtion

Amendment # 2 to the Original Contract# 12-1008

Increase/(Decrease) Amount \$ 35800

Extend Termination Date to: na

☐ Approved by BDDB Date: _____

☐ or by Project Manager Date: Pending

Amendment is for: Increase comp and scope

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: 06/30/2013

Reason: _____

Amount \$ 0.00 amendment # 1 Termination Date: 06/30/2014

Reason: term extension

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 117,195



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

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

RFP# _____ Date: _____

RFQ ☒ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

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

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

9 Staff Contact who completed this form: Maya Martinez

Phone # 955-4271

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

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

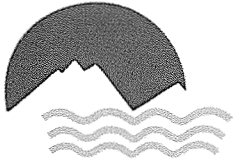
To be recorded by City Clerk:

Contract # _____

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

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

Comments:



Buckman Direct Diversion Project

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

MEMORANDUM

Date: August 26, 2013

To: BDD Board

From: Rick Carpenter, BDD Project Manager *RC*
Nick Schiavo, Acting Water Division and PUD Director

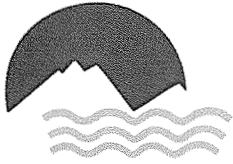
Via: Shannon Jones, Acting BDD Facility Manager *SH*

Subject: BDD Project Solar Power Facility at Booster Station 2A and
Recommendation for Change Order

Description and Justification for Change Order

Over the past two months, staff has been working with the design engineering consultants on the design-build team, and the BDD Owners' Agent, to evaluate the efficacy of upgrading the solar panels to be used for the project. Staff briefed the BDD Board at the last meeting in August with regard to the upcoming change order. In short, the upgrade would result in an improved warranty, increased certainty of the financial solvency of the supplier, improved electrical energy output, increased design life of the panels, possible increase in renewable energy credits (RECs) from PNM, and a smaller footprint of the PV project site. The total amount of the change order would be \$137,800.00. Staff recommends upgrading the solar panels for the Buckman Direct Diversion Booster Station 2A (BDD BS2A) solar array from the Renesola, Chinese-based module to SunPower, a US-based module.





Buckman Direct Diversion Project

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

A more detailed explanation of the change order follows: Staff recommends approval of the change order for the following reasons:

1. The SunPower module has a 25 year product warranty that pays all costs associated with replacing a module. The Chinese module has a 10 year warranty and does not include labor to replace modules. The SunPower warranty will reduce the maintenance cost over the life of the system.
2. The Chinese manufacturer's, Renesola, financial and operational performance indicates that the company is at risk. This raises concern about this company's ability to honor product delivery and warranty responsibilities for the BDD BS2A solar system. SunPower has demonstrated much stronger corporate and operational performance.
3. The SunPower module provides higher output than the Renesola module which means the same amount of clean renewable solar electricity can be generated by an array with a 20% smaller footprint. This leaves room to add additional solar in the future to offset increased pumping costs as demand for water increases. The inverters on the system will be sized to facilitate adding solar panels in the future.
4. The SunPower module output starts out higher and degrades more slowly, meaning that the array will generate more energy later in its life. Renesola guarantees 80% output after 25 years whereas SunPower guarantees 87% output after 25 years. This provides financial benefit since energy will cost more in the future than it does today.
5. PNM has indicated that the REC assigned to this system may increase from \$0.015 to \$0.020. PNM has indicated that the REC payment will probably increase due to the lower wattage of the system. This would result in more REC income to the BDD from the system.

Additionally, PNM's approval is required prior to construction and interconnection, and this project is currently under their review. PNM has indicated that this panel change should be made as soon as possible to avoid re-analysis and delay on their part.

RECOMMENDATION

Staff believes that the \$137,800 change order would bring significant value to the project and would be a prudent investment by the BDD Board. The change order would be funded with currently un-expended funds within the existing NMFA grant/loan assigned to the overall project. Therefore, staff recommends that the Board approve the change order.



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No.1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH BRADBURY STAMM CONSTRUCTION**

DRAFT

This AMENDMENT No.1 (the "Amendment") is made to the PROFESSIONAL SERVICES AGREEMENT, dated March 7, 2013 (the "Agreement"), between the Buckman Direct Diversion Board (the "BDDDB") and Bradbury Stamm Construction (the "Contractor"). The date of this Amendment shall be the date when it is executed by the BDDDB Facilities Manager.

RECITALS

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

1. SCOPE OF SERVICES:

Article 2 of the Agreement is amended so that the contract includes the following language and as outlined in the Change Order #1 attached hereto:

Replacement of upgraded solar panels for the Buckman Direct Diversion Booster Station 2A (BDD BS2A) solar array from the originally scoped Renesola module to the upgraded module from SunPower.

2. COMPENSATION.

Article 4, of the Agreement is amended to increase the amount of compensation by a total one hundred thirty seven thousand eight hundred dollars (\$137,800).

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.1 to the

Professional Services Agreement as of the dates set forth below.

DRAFT

Buckman Direct Diversion Board:

By: _____
BDD Facilities Manager

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:

APPROVED AS TO FORM:

NAME & TITLE

Date: _____

Nancy Long, BDDDB Independent Counsel

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

City of Santa Fe Buckman Direct Diversion Board

Owner Change Order

Project Name: Buckman Direct Diversion Dam – Booster 2A Solar

Buckman Direct Diversion Board P.O. No. RFP 13/08/P

CONTRACTOR: Bradbury Stamm Construction

Date Prepared: 7/30/13

Address: 7110 2nd St. NW

Consultant: Smith Engineering

City, State: Albuquerque, NM

Project Manager: Art Peterson, P.E.

Phone: 505-765-1200 FAX: 505-842-5419

Original Work Authorization Amount	\$ <u>4,420,210.00</u>
Current Work Authorization Amount	\$ <u>4,420,210.00</u>
Adjustment of This Work Order	\$ <u>137,800.00</u>
Revised Work Order Amount Total	\$ <u>4,558,010.00</u>

Original Work Order Time (Calendar Days)	<u>0</u> Days
Current Time Before Increase	<u>0</u> Days
Time Requested in this Authorization Adjustment	<u>0</u> Days
Revised Work Order Time	<u>0</u> Days

Original Completion Date	<u>11/30/13</u>
Current Completion Date	<u>11/30/13</u>
Revised Completion Date	<u>11/30/13</u>

Reasons for Change(s): ☐ Changed Scope ☐ Field Conditions ☐ Over/Under Runs ☐ Emergency ☒ Design Change
Cost Adjustment Was: ☐ Contact Unit Price Extension ☒ Negotiated ☐ Force Account ☐ Other

Approved:

W. A. Peterson 7/30/2013

Bradbury Stamm

Date

Smith Engineering

Date

Buckman Direct Diversion Project

Date

City of Santa Fe

Date



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 Bradbury Stamm

3 Complete information requested ☐ Plus GRT
☐ Inclusive of GRT

Original Contract Amount: \$4,420,210.00

Termination Date: November 30, 2013

☒ Approved by BDDDB Date: March 7, 2013

☐ or by BDD Facilities Manager Date: _____

Contract is for: Development of 2.016 Megawatt Solar Photovoltaic Facility BDD Booster Station 2A

Amendment # 1 to the Original Contract# 13-0201

Increase/(Decrease) Amount \$ 137800

Extend Termination Date to: na

☒ Approved by BDDDB Date: Pending

☐ or by Project Manager Date: _____

Amendment is for: Increase scope and comp

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

☐ Inclusive of GRT

Amount \$ 4,420,210.00 of original Contract# 130201 Termination Date: 11/30/2013

Reason: Megawat Solar

Amount \$ 137,800.00 amendment # 1 Termination Date: na

Reason: comp and scope

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 4,558,010



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

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

RFP# 13/08/P Date: February 28, 2013

RFQ ☐ _____ Date: _____

Sole Source ☒ _____ Date: Pending

Other _____

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

7 Funding Source: _____ **BU/Line Item:** 72412.57297

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: