Memorandum

Buckman Direct Diversion

Date: **July 20, 2023**

To: **Buckman Direct Diversion Board**

From: **Monique Maes, BDD Contract Administrator**

Via: **Rick Carpenter, BDD Facilities Manager**

Randy Sugrue, BDD Operation Superintendent

Re: **GAC Changeout with Calgon Carbon Corp.**

Item and Issue

Request for approval of Service Agreement with Calgon Carbon Corporation in the amount of $281,100.00 for the changeout of Granular Activate Carbon Media.

Background

The Buckman Water Treatment plant uses a granular activated carbon process commonly referred to as ("GAC"). Periodically this process requires a changeout to ensure water quality and to meet process requirements. Through a bid process the BDD has procured services with Calgon Carbon Corp to replace the GAC media in two of its contactor vessels. Each contactor utilizes 70,000 pounds of activated carbon media. The used media will be disposed at an onsite location and other BDD equipment may be used. Funding for this project was approved in the adopted budget and will utilize MRR funds.

Funding: 8000825.520150
Munis Contract # 3204198
Project Code BDD1111

Approved By BDDB August 3, 2023

_____
Anna Hamilton, BDDB Chair

Item#_____
Munis Contract# _____

BUCKMAN DIRECT DIVERSION
GENERAL SERVICES CONTRACT

THIS GENERAL SERVICES CONTRACT ("Contract") is made and entered into by and between the Buckman Direct Diversion Board ("BDDB"), and Calgon Carbon Corporation, a Kurary company hereinafter referred to as the ("Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to (Contract Name, Granulated Activated Carbon). "We," "us" or "our" refers to the BDDB and whose accounts are created under this Contract .

2. Scope of Work

Contractor shall perform the following work: Calgon Filtrasorb 820 media in two GAC Contactors. The media must be Calgon Filtrasorb 820 in order to accomplish the water quality that is required. The filter media will be removed from the GAC filters and will be dumped onsite at a location designated by the Department. After removal, underdrains will be inspected to ensure proper flow. Once inspection is completed, new Calgon Filtrasorb 820 media is to be installed, with proper backwashing, in the two GAC contractors. Each contactor holds 70,000 lbs. of media which totals to 140,000 lbs. that will be replaced.

3. Compensation

The BDDB shall pay to Contractor based upon fixed prices for each Deliverable item as listed below.

Deliverable item:	Lump Sum	Price
1	Remove filter media, inspect underdrains and install GAC media in contractors. Price includes freight and support.	$281,000.00

The total compensation under this Contract shall not exceed $281,000.00 excluding New Mexico gross receipts tax.

4. Payment Provisions

All payments under this Contract are subject to the following provisions.

A. Acceptance – In accordance with Section 13-1-158 NMSA 1978, the BDDB shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City of Santa Fe ("City"), the BDDB shall not pay for any products or services. Unless otherwise agreed upon between the BDDB and Contractor, within thirty (30) days from the date the BDDB receives written notice from Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the BDDB shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the BDDB gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice – Upon acceptance that the products or services have been received and accepted, payment shall be tendered to Contractor within thirty (30) days after the date of invoice. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to Contractor's designated mailing address. Payment on each invoice shall be due within thirty (30) days from the date of the acceptance of the invoice. The BDDB agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. Term

THIS CONTRACT SHALL BECOME EFFECTIVE WHEN APPROVED IN WRITING BY THE CITY. This Contract shall begin on date approved by the BDDB, and end on June 30, 2024. The BDDB reserves the right to renew the Contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. Default and Force Majeure

The BDDB reserves the right to cancel all or any part of any orders placed under this contract without cost to the BDDB, if Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold Contractor liable for any excess cost occasioned by the BDDB due to Contractor's default. Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the BDDB shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery scheduled. The rights and remedies of the BDDB provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

7. Termination

A. Grounds. The BDDB may terminate this Contract for convenience or cause. Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Contract.

B. Notice; BDD Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the BDD shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give BDDB written notice of termination at least thirty (30) days prior to the intended date of termination ("Notice of Termination"), which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the BDDB must do to cure such material breaches. Contractor's Notice of Termination shall only be effective (i) if the BDDB does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the BDDB does not, within the thirty (30) day notice period, notify Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations," of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a Notice of Termination; provided, however, that a Notice of Termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the Notice of Termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

8. Amendment

A. This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the BDDB proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

Contractor, and Contractor's agents and employees, are independent contractors for the BDDB and are not employees of the City. Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDB vehicles, or any other benefits afforded to employees of the BDDB as a result of this Contract. Contractor acknowledges that all sums received hereunder are personally reportable by Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. Contractor agrees not to purport to bind the BDDB unless Contractor has written authority to do so, and then only within the strict limits of that authority.

10. Assignment

Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

11. Subcontracting

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

12. Non-Collusion

In signing this Contract, Contractor certifies Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. Inspection of Plant

The BDDB may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Contract.

14. Commercial Warranty

Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the BDDB and are in addition to and do not limit any rights afforded to the BDDB by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. Condition of Proposed Items

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. Records and Audit

During the term of this Contract and for three years thereafter, Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The BDDB shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the BDDB to recover excessive or illegal payments.

17. Appropriations

The terms of this Contractor, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the BDDB for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the BDDB to Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If the BDDB proposes an amendment to the Contract to unilaterally reduce funding, Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. Release

Contractor, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. Contractor agrees not to purport to bind the City, unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. Confidentiality

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

20. Conflict of Interest

A. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. Contractor

shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the BDDB relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the BDDB if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the BDDB and notwithstanding anything in the Contract to the contrary, the BDDB may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. <u>Approval of Contractor Representative(s)</u>

The BDDB reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. <u>Scope of Agreement; Merger</u>

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Contract. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

23. <u>Notices</u>

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

Contractor shall hold the BDDB and its employees harmless and shall indemnify the BDDB and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of Contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the BDDB in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The BDDB 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contractor or to damages resulting from personal injury caused by Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any BDDB response to questions); (2) Contractor's best and final offer; and (3) Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the Scope of Work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) Contractor's best and final offer if such has been made and accepted by the City; and (5) Contractor's response to the request for proposals.

30. Workers' Compensation

Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

31. Inspection

If this Contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at destination. Tangible personal property rejected at destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. Inspection of Services

If this Contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. Contractor shall provide and maintain an inspection system acceptable to the BDDB covering the services under this Contract. Complete records of all inspection work performed by Contractor shall be maintained and made available to the BDDB and for as long thereafter as the Agreement requires. The BDDB has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Contract. The BDDB shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the BDDB performs inspections or tests on the premises of Contractor or a subcontractor, Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services does not conform with the requirements of this Contract, the BDDB may require Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the BDDB may:

1) require Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

2) reduce the contract price to reflect the reduced value of the services performed.

E. If Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the BDDB may:

1) by contract or otherwise, perform the services and charge to Contractor any cost incurred by the BDDB that is directly related to the performance of such service; or

2) terminate the Contract for default.

33. <u>Insurance</u>

If the services contemplated under this Contract will be performed on or in BDDB facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the BDDB as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the BDDB or their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the BDDB as an additional insured and provide for thirty (30) days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. Impracticality of Performance

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

36. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. Patent, Copyright and Trade Secret Indemnification

A. Contractor shall defend, at its own expense, the BDDB against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the BDDB based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, Contractor agrees to reimburse the BDDB for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the BDDB shall:

1) give Contractor prompt written notice within 48 hours of any claim;

2) allow Contractor to control the defense of settlement of the claim;

3) cooperate with Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in Contractor's opinion is likely to become the subject of a claim of infringement, Contractor shall at its option and expense:

1) provide the BDDB the right to continue using the product or service and fully indemnify the BDDB against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to Contractor. Contractor's obligation will be void as to any product or service modified by the BDDB to the extent such modification is the cause of the claim.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than Sixty Thousand Dollars ($60,000.00) with any BDDB for professional services, tangible personal property, services or construction agrees to disclose whether Contractor, or any principal of Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. Contractor shall provide immediate written notice to the BDDB if, at any time during the term of this Contract, Contractor learns that Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of Contractor's responsibility and ability to perform under this Contract. Failure of Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this Contract. The knowledge and information of a contractor is not required to exceed that which is the normally

possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the Contract, Contractor is indicted for, or otherwise criminally or civilly charged by, any government entity (federal, state or local) with commission of any offenses named in this Contract, Contractor must provide immediate written notice to the City. If it is later determined that Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the BDDB may terminate the involved contract for cause. Further the BDDB may suspend or debar Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The BDDB may, without cause, order Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the BDDB may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by contract remedy. Any change in total compensation must be reflected in an amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

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

To BDDB:

Rick Carpenter
BDD Facilities Manager
341 Caja Del Rio Road
Santa Fe, NM 87506
Email: rrcarpenter@santafenm.gov

With a copy to: Nancy R. Long, Esq.
BDDB Independent Counsel
Long, Komer & Associates, P.A.
1800 Old Pecos Trail, Ste. A
P. O. Box 5098
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

To Contractor: Calgon Carbon Corporation
3000 GSK Drive
Moon Township, PA 15108
1-412-787-6700
mbu.ccc@Kurary.com

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

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of the signature by the required approval authorities below.

Buckman Direct Diversion Board:

_____
Anna Hamilton, BDDB Chair

DATE:_____

ATTEST:

_____
COUNTY CLERK

APPROVE AS TO FORM:

Nancy R. Long
Nancy R. Long
BDDB ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

_____
Org. Name / Org. #

ATTEST:

_____
CITY CLERK

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____

CRS#_____

Registration # _____

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Buckman Direct Diversion	8/3/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
BDD Repair & Maintenance System Equipment	8000825	520150		281,100	
Interfund transfer out to 800	8010815	755800		281,100	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Interfund transfer in from 801	8000825	655801		(281,100)	
				$ 281,100	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

To use approved MRRF funding for the purchase of replacing the Granular Activated Carbon, (GAC) within two of its contactor vessels.

This project was approved by Council as part of the FY23 Budget, within the MRRF Plan.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
801	(281,100)
TOTAL:	**(281,100)**

{Use this form for Finance Committee/ City Council agenda items ONLY}

Antoinette Armijo-Rougemont	8/3/2023		
Prepared By *{print name}*	Date	**CITY COUNCIL APPROVAL**	Budget Officer — Date
Division Director Signature *{optional}*	Date	*City Council Approval Date*	Finance Director *{≤ $5,000}* — Date
Department Director Signature	Date	*Agenda Item #:*	City Manager *{≤ $60,000}* — Date