



## Agenda

Amended - Regular Meeting of the  
**Buckman Direct Diversion  
Board**  
**October 2, 2025 at 4:00 PM**  
Council Chambers  
City Hall Front Door Entry  
200 Lincoln Avenue

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### Procedures for Buckman Direct Diversion Board Meeting

The agenda and packet for the meeting will be posted  
at <https://santafe.primegov.com/public/portal>.

Meeting Zoom Link: <https://santafenm.gov.zoom.us/j/85068470377>

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Approval of Minutes
  - a. Approval of the September 4, 2025, Buckman Direct Diversion Board Meeting minutes
6. Matters from the Public
7. Presentations and Informational Items
  - a. Monthly Update on BDD Operations. (Matt Sandoval, BDD Operations Superintendent, [mgsandoval@santafenm.gov](mailto:mgsandoval@santafenm.gov), 505-955-4501).
  - b. Report from the BDD Facilities Manager. (Bradley Prada, BDD Facilities Manager, [bxprada@santafenm.gov](mailto:bxprada@santafenm.gov), 505-955-4507).
8. Action Items: Consent Agenda
  - a. Request for Approval of a Contract Amendment to the Professional Services Agreement (PSA) with Glorieta Geoscience, a Division of GZA GeoEnvironmental to revise the cumulative not-to-exceed amount from \$125,000 to \$190,000 due to a clerical error. (Samantha Secrist, BDD Accounting Supervisor; [sasecrist@santafenm.gov](mailto:sasecrist@santafenm.gov), 505-955-4506; Bradley Prada, BDD Facilities Manager, [bxprada@santafenm.gov](mailto:bxprada@santafenm.gov), 505-955-4507)

- b. Request for Approval to Re-authorize Unexpended Funds in the Major Repair and Replacement Fund in the Total Amount of \$2,253,916 from FY2025 to FY2026. (Samantha Secrist, BDD Accounting Supervisor; [sasecrist@santafenm.gov](mailto:sasecrist@santafenm.gov), 505-955-4506; Bradley Prada, BDD Facilities Manager, [bxprada@santafenm.gov](mailto:bxprada@santafenm.gov), 505-955-4501)

- i. Request for Board Approval of a Budget Amendment Resolution (BAR) to Re-Authorize the Unexpended Funds.

- c. Request for Approval of a Professional Services Agreement with Arrowhead Security d/b/a Vet-Sec Protection Agency for Security Services at Buckman Direct Diversion (BDD) in the amount of \$204,811.20 plus applicable NMGR for Fiscal Year 2026. (Samantha Secrist, BDD Accounting Supervisor; [sasecrist@santafenm.gov](mailto:sasecrist@santafenm.gov), 505-955-4506; Bradley Prada, BDD Facilities Manager, [bxprada@santafenm.gov](mailto:bxprada@santafenm.gov), 505-955-4507.)
- d. Request for Approval to award ITB #26005 "BDD Water Treatment Plant Chemicals" to various vendors for fiscal year 2025/2026 for an estimated total amount of \$625,000. (Samantha Secrist, BDD Accounting Supervisor; [sasecrist@santafenm.gov](mailto:sasecrist@santafenm.gov), 505-955-4506; Bradley Prada, BDD Facilities Manager, [bxprada@santafenm.gov](mailto:bxprada@santafenm.gov), 505-955-4507.)

9. Action Items: Discussion Agenda

10. Matters from the Board

11. Next Meeting:

- a. Thursday, November 6, 2025

12. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

**MINUTES OF THE  
CITY OF SANTA FE & SANTA FE COUNTY  
BUCKMAN DIRECT DIVERSION BOARD MEETING**

**September 4, 2025**

**1. Call to Order**

This regular meeting of the City of Santa Fe & Santa Fe County Buckman Direct Diversion Board meeting was called to order by Commissioner Justin Greene, BDD Board Chair at approximately 4:00 p.m. in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

**2. Roll Call:** Roll was called and a quorum was present as shown:

**BDD Board Members Present:**

Commissioner Justin Greene, Chair  
Councilor Carol Romero-Wirth  
Councilor Jamie Cassutt  
Commissioner Hank Hughes  
Rolf Schmidt-Petersen, Citizen Member  
T. Egelhoff, The Club at Las Campanas, [non-voting member]

**Member(s) Excused:**

None

**Others Present:**

Bradley Prada Facilities Manager  
Nancy Long, BDD Board Consulting Attorney  
Kyle Harwood, BDD Board Consulting Attorney  
Bernardine Padilla, BDD Public Relations Coordinator  
Matt Sandoval, BDD Operations Superintendent  
Jesse Roach, City Water Division Director  
Samantha Secrist, BDD Accounting Supervisor  
Brandi Martinez, BDD Administrative Assistance  
Jay Lazarus, Glorieta Geoscience  
Peter Hunt, Glorieta Geoscience  
Reid Williams, Glorieta Geoscience  
Larry Pierce, Glorieta Geoscience  
Kurt Traverse, CLA Accounting Support

**3. Approval of Agenda**

There were no changes to the agenda and upon motion by Commissioner Hughes and second by Councilor Cassutt, the motion to approve the agenda passed by unanimous [5-0] voice vote.

**4. Approval of Consent Agenda**

Noting the items had already been authorized by this Board, Member Schmidt-Petersen moved to approve the Consent Agenda as presented. Councilor Cassutt seconded and the motion passed by unanimous [5-0] voice vote.

**8. Consent Agenda Items:**

- a. **Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$2,671.875 from the Settlement Funds 801 Line to the Operating Funds 800 Line to cover expenses for the Owners Representative PSA with AECOM Previously Authorized by the BDD Board on 5/01/2025**
- b. **Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$200,000.00 from the Settlement Funds 801 to the Operating Funds 800 to cover expenses for Engineering Services from Wright Water Engineering, Inc (WWE) previously authorized by the BDD Board on 06/05/2025**

**5. Approval of Minutes**

- a. **Approval of the August 7, 2025, Buckman Direct Diversion Board Meeting Minutes**

COMMISSIONER GREENE: I have a statement to make to add into the minutes, if I may. For the record, I will state for the record and our minutes: That the only matters discussed during the Executive Session of our last regular Board meeting of August 7, 2025, was the matter as stated in the motion to go into Executive Session and no action was taken.

Member Schmidt-Petersen offered the following correction:

Page 3: MR. SANDOVAL: It's gotten to the point that we're watching it every hour. We're up to 212 at Otowi now so –

CHAIR GREENE: What's the number?

MR. SANDOVAL: ~~4.50~~ **150** is the cutoff cfs at Otowi, for diversion.

With no other changes, Councilor Cassutt moved to approve as modified. Her motion was seconded by Member Schmidt-Petersen and passed by unanimous [5-0] voice vote.

**6. Matters from the Public – None were presented.**

**7. Presentations and Informational Items**

**a. Monthly Update on BDD Operations**

MATT SANDOVAL (BDD Operations Superintendent): Thank you, Chairman Greene, members of the Board. I'll be presenting the August 2025 operations report for BDD. BDD diversions and deliveries have averaged a million gallons per day as follows: raw water diversions averaged 5.26 million gallons per day; drinking water deliveries through Booster Station 4A/5A, 4.57 million gallons per day; raw water delivery to Las Campanas at Booster Station 2A, .86 million gallons per day. And BDD contributed 35.3 percent of the region's water for Santa Fe for the month of August 2025. And I'll stand for questions.

CHAIR GREENE: Thank you.

MEMBER SCHMIDT-PETERSEN: Mr. Chairman, I'd like to ask Mr. Sandoval, so this is actually a much better kind of report than we had anticipated going into [inaudible] and is that because Santa Fe has been able to operate primarily the Canyon Water Treatment plant which previously they hadn't anticipated –

COUNCILOR ROMERO-WIRTH: Can you talk into the microphone.

MEMBER SCHMIDT-PETERSEN: My apologies. The question really is, BDD has actually been diverting a little less than what was anticipated early in the year given how dry it had been but given that it has been very wet since May, the numbers are down and I believe that's because of Canyon Road Water Treatment Plant operations primarily and I just wanted to check that. Is that true?

MR. SANDOVAL: Yes, that is correct. That was all part of the strategic plan.

MEMBER SCHMIDT-PETERSEN: I guess my other question relates back to last month, I've asked for the San Juan-Chama allocation amount for this year; do you have that or does Jesse have that?

MR. SANDOVAL: I'd defer to Jesse.

JESSE ROACH (City, Water Division Director): Mr. Chair, members of the Board and Member Schmidt-Petersen, yes, the San Juan-Chama allocation this year is only 31 percent and that occurred – it got allocations in May, June and July that have totaled 31 percent. And we don't anticipate additional allocations, although, the recent rains and I'm not totally up to date on what the recent rains may do to a potential additional allocation. But the latest I've heard is that will be at 31 percent.

MEMBER SCHMIDT-PETERSEN: Thank you. And for the Chair and members of the Board, I would just remark that it is probably the lowest annual allocation of San Juan-Chama water in its history.

JESSE ROACH: That's correct.

COMMISSIONER GREENE: Any other questions, comments? I will ask a question. I'm noticing that we're using the City wells and the Buckman wells a little bit more in more recent months; is that correct?

MR. ROACH: That is correct. And I think you may be familiar that when we get in the monsoon season the BDD tends to – can have some challenges with turbidity and we would prefer not to divert and treat really turbid water for the sake of the plant. So we generally try and bring up other sources at that time. We haven't had the capacity at Canyon Road this year because of the Nichols construction project. So we have been leaning on the wells a little bit more than usual. And I would say, generally in the last 5 to 10 years we sort

of try and shoot for about 20 percent annual from the wells and 80 percent from the rivers. This year we're at 25 percent from the wells as a result of this. I will say that BDD has been a real workhorse for us this year. If you look at the graph that Matt provided in part 3 of his report, you can see that the green bars which are this year are exceeding in most cases and especially in March, April and May, June and July really exceeding their bit the average production at BDD. So I would tip my hat to Brad and Matt and their team in terms of the amount of work they've been able to do to, frankly, to put us on track to produce probably as much as we've produced at BDD in any given year. So BDD has really stepped up for us in this time period.

COMMISSIONER GREENE: And then we had some pretty substantial storms up into the north which I can imagine did not make the water very easy to work with. Did that affect us much this past weekend or this week?

MR. SANDOVAL: Mr. Chairman, members of the Board, yes it did. It was down for about a day and a half. We had a little bit of storage but the turbidity was extremely high.

COMMISSIONER GREENE: Thank you. Yes, ma'am.

COUNCILOR ROMERO-WIRTH: Mr. Chair and Director Roach, correct me if I'm wrong. It is good for us to use the wells a little bit. We don't want to just have them sitting there, never tapping into them because then when we need them, we don't know whether they're working. So on the one hand, the amount is a little bit higher than normally but it's also not, I would say, dramatically higher but it's also necessary just to keep making sure that we can pull from them when we need to. Am I correct in my understanding?

MR. ROACH: Chair Greene, Councilor Romero-Wirth, you are correct and 25 percent is a little bit more than 20 percent but we do, as you mentioned, like to make sure that those wells are available. And this year for the first time we started trying to run a well, not just for a day, but for a month so that really we know when we need to turn to those, and that could happen at a moment's notice, that they're ready to go. I would also say that the total amount of water that we're using, very rough numbers, 25 percent of the total demand of about 9,000 acre-feet is somewhere in the 2,000 to 3,000 acre-feet range, we think that the amount that we can sustainably produce is well in excess of that and that the wellfields will continue to rise regardless.

The other interesting piece while we're talking about the wells is that two of the Buckman wells that are really close to the river are actually artesian and we do need to pump them just to manage the pressure in those wells. So there's a certain amount of operational flexibility we get from the wells, a certain amount we need to pump and a certain amount we want to pump to make sure that they're ready. The slightly extra amount of groundwater that we've used so far is not alarming to us and actually we're going to try and quote and quote catch up through the rest of the years because we have quite a bit of water now on the Santa Fe River that we want to start trying to treat this year.

COUNCILOR ROMERO-WIRTH: Thank you for that answer and thank you, Mr. Chair, I thought it was just good to get a broader lens on pulling on wells.

COMMISSIONER GREENE: I want to thank both of you for clarifying that. Great, anything else on this subject?

**b. Report from BDD Facilities Manager**

MR. PRADA: Thank you, Mr. Chair and members of the Board members. This is the Facilities Manager's monthly update for August 2025. We made great progress on key projects, procurement and staffing in particular.

Starting with the Major Repair and Replacement fund, we have a clear delivery date for the front-end loader. It is scheduled to arrive on October 31<sup>st</sup>.

We are also processing purchase orders for several key projects and these include: PLC cyclical replacement project, a new fleet vehicle, a pump rebuild for the raw water system and a new VFD which is variable drive for the two-way pumps.

Moving on to the design/build project: we held another meeting with our team and partners at AECOM, Wright Water Engineering and Board legal to align strategies. Following that, we met with the design/build team last week to begin the next phase of the rebuild project.

Current job vacancies: We have made some progress here in the fact that we continue to work diligently with City staff to address the open positions that we have. To strengthen our team and improve our ability to attract, retain and talent we are excited to launch two new key initiatives. First, a new pilot program incentive for our certified operators. So we would be offering them incentive based off of their level that they have currently or will attain and that will compliment an incentive. Previously, we hadn't really done that. We're trying to look at strategies to keep and retain our employees. Another key strength move, we're trying to extend the pay plans and make them larger so that we're more competitive with our near utilities, Santa Fe County, Los Alamos County and somewhat LANL. So we're excited to work with the City to strengthen our team. This is the strategy that we can up with and collaborated with and I will stand for questions.

COUNCILOR ROMERO-WIRTH: I just have one question, Mr. Chair and Manager Prada. So the incentive, is that a financial incentive and is that – where are you pulling that money? Since it's a pilot and it's new and can you just talk a little bit more about how that is looking. I think it's really important. We've been talking a lot about level 4 operators and making sure that we have a pipeline and that we retain the ones that we have and that we get new folks in the queue to help us. I know it is critical and I'm just curious how we're going about that exactly.

MR. PRADA: Thank you, Chair Greene and Councilor Romero-Wirth. Right now, we're pulling it from salary savings. We've done some calculations and we feel like it will be the best place to pull it at this time because we don't have those positions filled.

COUNCILOR ROMERO-WIRTH: Great, that makes sense. Thank you.

COMMISSIONER GREENE: Thanks for clarifying that. So budget neutral, great. And then I want to reiterate the opportunity to collaborate with Santa Fe County and the Community College, potentially, to do some training. I talked to Kris Swedin who does the pro tech training over there and she would be thrilled to stand up a program for wastewater, water, everything treatment professionals.

MR. PRADA: We appreciate that, Chair Greene, if you would pass on that information or mine to her or whoever. We would definitely like to collaborate.

COMMISSIONER GREENE: Sure. And then additionally, just somewhat related just because we're working with the same pool of people here between BDD, the County and what's going to be coming with the Pojoaque Basin Regional Water System.

They do have an obligation to hire tribal members so we should try and get some tribal members on training in our facility and then we can swap people around. Great, thank you.

**c. Update on Negotiations Regarding the Memorandum of Understanding between the U.S. Department of Energy and the Buckman Direct Diversion Board Regarding Notification and Water Quality Monitoring**

PETER HUNT (Glorieta Geoscience): Good afternoon, Mr. Chair and members of the Board. My name is Peter Hunt and I work with Glorieta Geoscience.  
[Adjusted microphone]

Recently, the BDD team being Bradley Prada, Danny Carter, myself and Reid Williams from our office at Glorieta Geoscience, engaged New Mexico Environment Department's Department of Energy oversight bureau EMLA – to discuss sampling in Los Alamos and Pueblo canyons as well as the systems operations. In the past there was a really good operating relationship the Buckman Direct Diversion operators and the DOE oversight bureau I want to rekindle this relationship to perhaps -- their resources for future sampling events as well as utilize all of the funding that they get from DOE to do some of the sampling. And they were extremely positive and open to collaboration with BDD. So we actually have a follow-up meeting slated at the facility with the same team to discuss future operations. They actually sent some of their plans and data to us to review and so we're really looking forward to collaborating in the future. And I'll stand for questions.

COMMISSIONER GREENE: Let me ask, is this meant to slightly a workaround to the MOU version of the testing?

MR. HUNT: Not necessarily. It is more just a collaboration between us and the oversight bureau. We are still looking into that funding as well.

COMMISSIONER GREENE: Does it solve the problem at least partially?

MR. HUNT: It does, yes. It does especially with focusing on LA Pueblo Canyon sampling

COMMISSIONER GREENE: Great. Peter, thank you. Is that your first time being the lead on something?

MR. HUNT: Yes, it's my first time.

COMMISSIONER GREENE: Congratulations.

**d. Update on Negotiations Regarding the memorandum of Understanding between the U.S. Department of Energy and the Buckman Direct Diversion Board Regarding Notification and Water Quality Monitoring**

KYLE HARWOOD (BDD Board Counsel): Thank you, Chair. We've got this presentation split up a little bit with folks speaking in their lanes; sort of speak, so I'm just going to remind us all of what the MOU is quickly. Peter and Brad are going to talk about some of the current work and then I'll come back up and just remind you all of where we're at and where we're trying to go. With your permission --

So we are at the fourth MOU in the 15 year history of this working relationship with LANL which began back in 2010 just before the project was brought online. It has generally addressed two major topics, as I think many of you know. The first is the early notification system in LA Pueblo Canyon that gives the treatment plant operators notification of flows

coming out of LA Pueblo Canyon. For a long time the project has had an operating procedure where they cease diversions of the Rio Grande to let that slug of LA Pueblo Canyon water associated sediments and legacy contaminants to pass by the intake without being diverted. It is not that we can't treat any water, we can. We can treat any water that gets down to BDD but in terms of cost and the precautionary principle we have long adopted the policy of not diverting water particularly when LA Pueblo Canyon is running. So that early notification system is a topic of current discussions as I think you've heard us report out before. The most recently installed gauge gets inundated from the Rio Grande during high-flow years when we are blessed with high Rio Grande flows and so the technical team and your staff and consultants are working on the EMS provision for the new MOU.

Secondly, in the MOU we have long been funded at just under \$100,000 in order to provide Rio Grande water sampling. So that's important particularly in light of Peter's comments about working with the oversight bureau on LA Pueblo Canyon sampling which is a separate matter. We have always for more. The lab has always offered zero. And in past MOU's we have agreed to continue the number as you all know from our previous briefings we have recommended a CPI-type adjustment to those funds.

So that's where we have been and that's a little bit about what we're working on. I'm going to now hand it over to Peter. We did have a negotiating team meeting six, eight weeks ago and what was identified was that a technical meeting was the next step. So Brad and Peter will talk about that technical meeting. So hopefully that background, and I know you've heard it before, but I think it is useful to just remind you of where the edges of that relationship lie in the history of the MOU. Any questions? I'm here to stand for questions on this part.

COMMISSIONER GREENE: I'll circle back after or do you have a question now?

COUNCILOR ROMERO-WIRTH: Just one other thing which is the length of the agreement that is still on the table.

MR. HARWOOD: We have been discussing a five-year agreement which is the same as the first 2010 agreement was and that doesn't seem to be a major point of the discussion. We feel pretty good that it will be a five-year agreement but we don't know yet.

COMMISSIONER GREENE: I know we were talking four years but it's better than three years, great.

MR. HUNT: Mr. Chairman, members of the Board, as Kyle said, at our last annual meeting we discussed technical issues and it kind of became clear that it would be efficient to just have a technical discussion with the technical people and that would be LANL's subcontractors and myself, Reid Williams and Brad Prada and Dan Carter from BDD. So we ended up having a follow-up technical meeting with folks from LANL, subcontractors so that would be from N3B and Tech2Solutions. So we discussed some of the technical issues that we think are kind of outlying and issues that we really care about and reasons that we wanted funding to understand these issues better. And we discussed those issues and had a positive meeting and there's a follow-up meeting with someone from EM LA present as well. And I'll stand for questions if you have any.

MEMBER SCHMIDT-PETERSEN: Mr. Chair, I just have kind of a general question not having been involved in all of the history. But I'm just kind of wondering why when we're not really asking to do a whole lot of things different just to kind of continue what we've been doing really, why is it taking so long and what are the issues? Have things

changes/people or have they changed their perspective?

MR. HUNT: Mr. Chair, Member Schmidt-Petersen, I think the issue – it's not as much that the issues don't exist or haven't existed or haven't been addressed, it's that the way of addressing them – we've really developed a really good plan and we have a kind of newer crew at BDD. We have a newer crew at DOE oversight. We have a newer crew at GGI and we're kind of creating a path forward. We have a really robust sampling program that we want to develop to really understand these issues in the way that they were originally intended. There's also some confounding factors. There were the floods in 2013 so they didn't have a fully functioning ENS and that's really important to understand where we're getting flows contributed to the Rio Grande. And so that was a huge barrier. We didn't get that updated gauge until 2021. After that we had the inundation and realized that that gauge wasn't entirely reliable. So there have been a lot of hiccups along the way. Also, staffing changes and other things. So it's just kind of been everything coalescing and into the right program of how we want to evolve the sampling and how we want to understand these issues and kind up with a protocol.

Another thing that the operators really want to understand is the timing for the shutdowns at the BDD intake. That's a really important factor because right now we're kind of doing it arbitrary 12-hour shutdown when we could be pulling water and during these critical times where we're maxing our storage and maxing our water resources, it becomes really important when we divert water and how we can divert it. So that is really important to understand.

MEMBER SCHMIDT-PETERSEN: Thank you. Let me follow up on there. So on the technical side, did you have differences of opinion on methodology and plans or was it more of the funding piece?

MR. HUNT: It was primarily funding based. Just them wanting to understand the nature of the funding. What it was going to be used for and then also just planning how – what we really want understood. I think it was maybe somewhat unclear to LANL/Los Alamos Labs what are the factors that we really want to understand here. We have the signal system where we can shutdown our intake but it's like what are we actually looking to understand from the data and I think we had a good answer for that.

MEMBER SCHMIDT-PETERSEN: Thank you.

COUNCILOR ROMERO-WIRTH: Just one other question which is, we were hoping that we were going to have an agreement prior – last year about this time or a month or two when the agreement expired and we were hoping we wouldn't have a period where, I guess we're operating under the old agreement; is that correct?

MR. HUNT: Right. It's going to administratively continue, I believe.

COUNCILOR ROMERO-WIRTH: Okay. I'm just curious, any better sense of the timing and what can be done to giddy this up?

MR. HUNT: I'm going to defer to Kyle on that.

MR. HARWOOD: So the giddy-up plan is we hope to bring you back something at the October meeting. And that's what we're working on diligently right now. I think the technical meeting as Peter described was productive and was a good part of the process. In addition to all of the things that Peter mentioned, you can imagine that this year has been an unusual year for federal staffing. But I do want to emphasize that the colleagues that we're working with on the Hill generally, as a group, they're all different silos in some ways, they've been a great group to work with. And they do articulate that this is an

important relationship to them and we're just not quite there yet but we hope to be bringing you back a substantial matter in October towards the end of the year.

The only thing I might mention is I'm not sure the lawyer in me would agree that the current MOU has been administratively continued. Not to tell Peter he's wrong. That's not the phrase I would use. We are technically out of MOU and LANL is honoring the spirit of the prior MOU.

COUNCILOR ROMERO-WIRTH: Mr. Chair, thank you. I appreciate that. Whatever we can do, just to make sure that we're not falling down on our side and dragging this out any longer because it's time to do this. And I totally appreciate that it's been a weird year but all the more reason to giddy-it-up.

MR. HARWOOD: Yes, and Chair and Vice Chair's leadership on this issue has been very helpful, so thank you.

COUNCILOR ROMERO-WIRTH: Hopefully, we didn't get in the way.

COMMISSIONER GREENE: Use us wherever we're useful. Thank you, Vice Chair. So two questions along those lines. One, has there been any flows in the Pueblo Canyon this year?

MR. HARWOOD: It's my pleasure to introduce Peter Hunt.

MR. HUNT: I'm going to defer that to Brad Prada. [laughter]

MR. PRADA: Mr. Chair, members of the Board, yes, there has been flow in those canyons and we have been monitoring it. I think we've had two shutdowns so far this year due to flow through those canyons.

COMMISSIONER GREENE: And then when you talk to these guys based on a ballpark of \$600 million for N3B's yearly budget, we're talking about one one hundredth of a percent.

MR. HARWOOD: We affectionately call it, pocket change.

COMMISSIONER GREENE: And then to remind a short-staffed team that unless they really like seeing your faces the easiest way to get things – to make less work is to get things over and signed and you don't have to go back to it. Teach them a little bit about efficiency.

MR. HARWOOD: I think we're close and I'm hopeful we'll be bringing back something that we can recommend for the Board's approval at October. But I don't know that today.

COMMISSIONER GREENE: Great. Okay, thank you for your update.

MR. HARWOOD: Thank you

COMMISSIONER GREENE: Anybody else. Let the record show that we all have fingers crossed.

9. **Matters from the Board** – None were offered.

10. **Next Meeting**: Thursday, October 2, 2025

11. **Adjourn**

The Board adjourned at 4:30 p.m.

Approved by:

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Justin Greene, Board Chair

**ATTEST TO**

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KATHARINE E. CLARK  
Santa Fe County Clerk





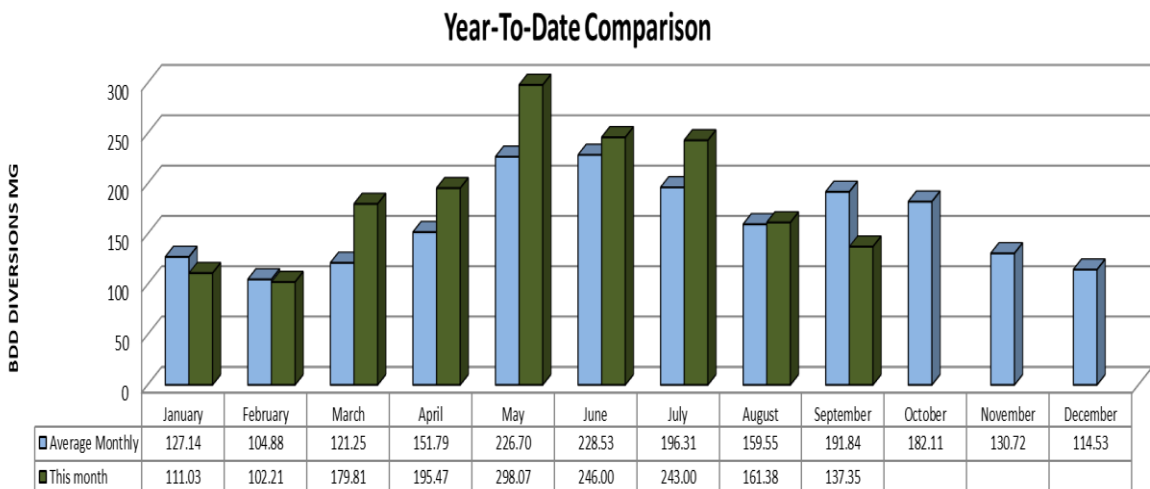
**Date:** October 2, 2025  
**To:** Buckman Direct Diversion Board  
**From:** Matthew Sandoval, BDD Operations Superintendent  
**Subject:** Update on BDD Operations for the Month of September 2025

**ITEM:**

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of September 2025. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD), as follows:
  - a. Raw water diversions: 4.66 MGD
  - b. Drinking water deliveries through Booster Station 4A/5A: 4.19 MGD
  - c. Raw water delivery to Las Campanas at BS2A: 0.40 MGD
2. Water supply to the City and County from all sources.

	Sep-2025	Sep-2024
BDD	37.3%	55.0%
Canyon Rd WTP	30.0%	17.3%
City Wells	11.1%	14.3%
Buckman Wells	21.6%	13.4%

3. The BDD year-to-date diversions are depicted below:



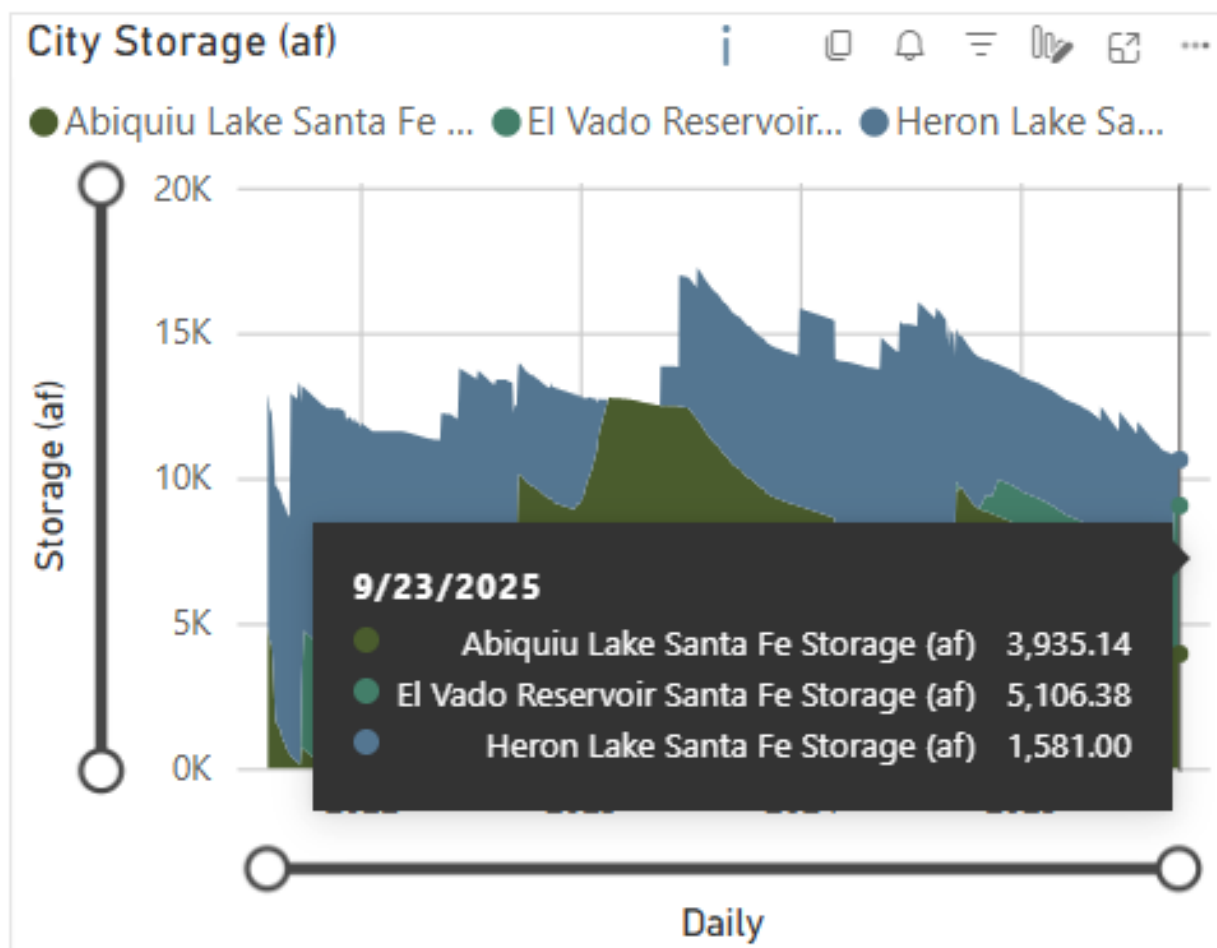


## Regional Water Overview

Daily metered regional water demand for the month averaged approximately: 10.1 MGD

Rio Grande flows averaged approximately: 319 CFS (cubic feet per second)

City/County/Las Campanas Storage- as updated by partners. As of September 23, 2025 City of SF Abiquiu SJC storage is at about 3935.14 AF.



## Regional Water Supply

CRWTP reservoir storage: Nichols: 4.79% McClure: 64.80% Watershed Inflow: 3.24 MGD

- Santa Fe SNOTEL
  - Cumulative snow Water/Equiv. Inches 0
  - Cumulative Snow in Depth in Inches 0



## **Current Rio Grande Watershed Snowpack Storage Data:**

The Current Upper Rio Grande Basin Index is 0% of the historic median value for Snow Water Equivalent (SWE) given that snowpack has completely ablated and 80% of the historic median value for precipitation meaning that rainfall in this basin has improved but is still below historical averages. BDD will need to be strategic with how it diverts and stores water as flows in the Rio Grande are anticipated to be low.

Source: <https://wcc.sc.egov.usda.gov/>

## **Current El Niño Southern Oscillation (ENSO) Status Summary**

As of September 11, 2025, the latest update from NOAA's Climate Prediction Center indicates that the current El Niño-Southern Oscillation (ENSO) status is ENSO-neutral, meaning sea surface temperatures in the central and eastern tropical Pacific Ocean are neither warm enough for El Niño nor cool enough for La Niña. A transition to La Niña is likely within the next couple of months. NOAA's seasonal outlook suggests a 71% chance of La Niña developing between October and December 2025, a 71% chance from November 2025 to January 2026, and a 54% chance from December 2025 to February 2026. The chance of remaining ENSO-neutral during these periods is 26%, 24%, and 41%, respectively, while the chance of El Niño is low at 3% to 5%. These probabilities reflect multiple model forecasts with moderate confidence in La Niña's near-term development due to cooling trends in the tropical Pacific.

Source: [cpc.ncep.noaa.gov](https://cpc.ncep.noaa.gov)

## **Seasonal Precipitation and Temperature Outlooks:**

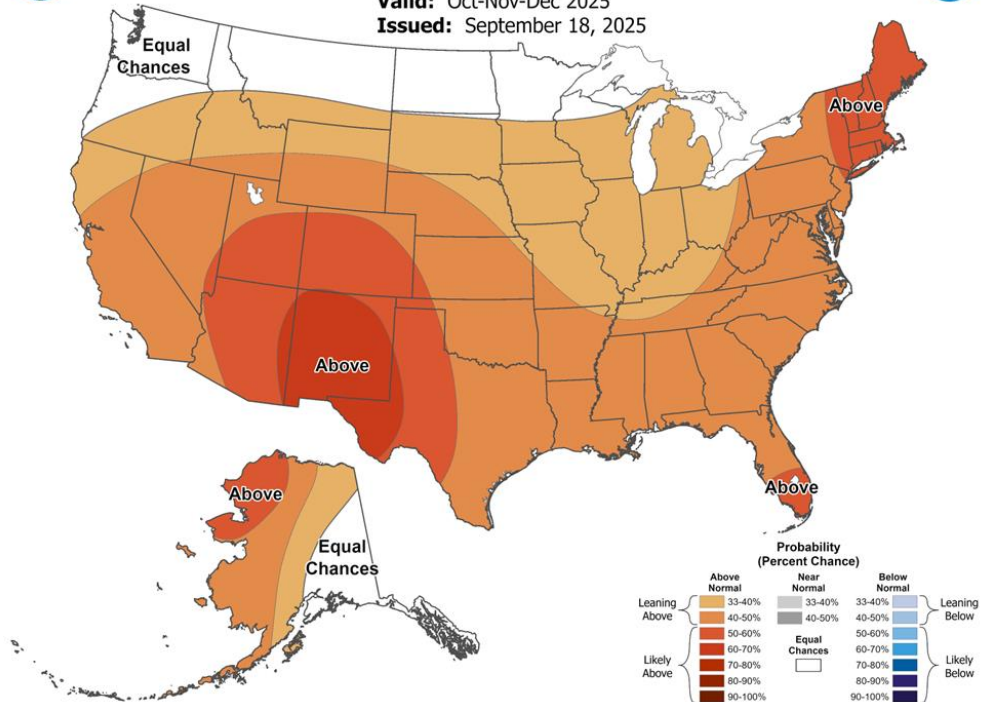
The current precipitation outlook is below normal for the region while the current temperature outlook is above normal for the region. Maps of this forecast are pictured below.

Source: [https://www.cpc.ncep.noaa.gov/products/predictions/long\\_range/seasonal.php?lead=1](https://www.cpc.ncep.noaa.gov/products/predictions/long_range/seasonal.php?lead=1)



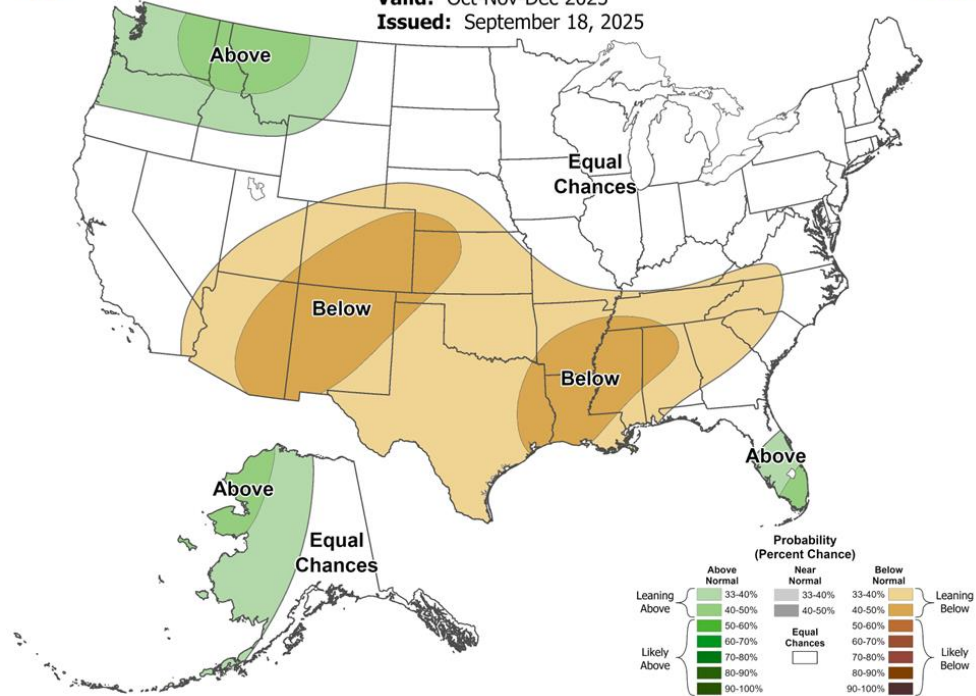
## Seasonal Temperature Outlook

Valid: Oct-Nov-Dec 2025  
Issued: September 18, 2025



## Seasonal Precipitation Outlook

Valid: Oct-Nov-Dec 2025  
Issued: September 18, 2025





# Buckman Direct Diversion

**Buckman Direct Diversion Monthly Native and SJC Diversions (ac-ft)**

	Total Diverted	Total Native Diverted	County Native Rio Grande Diversions				TCLC Native Rio Grande Diversion				San Juan-Chama Diversions			
			Total County Native Diverted	County Native SP-4842	County Native SP-4842-A	County Native RG-20516 et al.-C into SP-4842	County Native RG-20516 et al.-A & -B into SP-4842-A	Total TCLC Native Diverted	TCLC Native SP-4842-A	TCLC Native RG-20516 et al.-A & -B into SP-4842-A	Total SJC Diverted	City SJC SP-2847-E Diverted	County SJC SP-2847-E Diverted	TCLC SJC SP-2847-N-A Diverted
2025 Jan	326,141	123,689	123,689	123,689	0.000	0.000	0.000	0.000	0.000	0.000	202,453	202,453	0.000	0.000
Feb	313,427	28,205	28,205	28,205	0.000	0.000	0.000	0.000	0.000	0.000	285,223	285,223	0.000	0.000
Mar	563,860	257,038	257,038	257,038	0.000	0.000	0.000	0.000	0.000	0.000	306,823	306,823	0.000	0.000
Apr	677,035	471,649	471,649	471,649	0.000	0.000	0.000	0.000	0.000	0.000	205,388	205,388	0.000	0.000
May	918,542	292,560	292,560	292,560	0.000	0.000	0.000	0.000	0.000	0.000	625,983	625,983	0.000	0.000
Jun	754,206	62,214	62,214	62,214	0.000	0.000	0.000	0.000	0.000	0.000	691,993	691,993	0.000	0.000
Jul	748,447	35,193	35,193	35,193	0.000	0.000	0.000	0.000	0.000	0.000	713,256	713,256	0.000	0.000
Aug	446,168	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	446,169	446,169	0.000	0.000
<b>Total</b>	<b>4,747,825</b>	<b>1,270,548</b>	<b>1,270,548</b>	<b>1,270,548</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>3,477,288</b>	<b>3,477,288</b>	<b>0.000</b>	<b>0.000</b>
<b>Max Allowable</b>		<b>2,373,868</b>	<b>2,157,734</b>	<b>1,292,030</b>	<b>0.000</b>	<b>372,384</b>	<b>493,320</b>	<b>216,134</b>	<b>69,804</b>	<b>146,330</b>	<b>6,774,500</b>	<b>6,407,000</b>	<b>367,500</b>	<b>0.000</b>
<b>Remaining</b>		<b>1,103,321</b>	<b>887,187</b>	<b>21,483</b>		<b>372,384</b>	<b>493,320</b>	<b>216,134</b>	<b>69,804</b>	<b>146,330</b>	<b>3,297,212</b>	<b>2,929,712</b>	<b>367,500</b>	

**Projected Diversions (ac-ft)**

	Total Diverted	Total Native Diverted	Total County Native Diverted	County Native SP-4842	County Native SP-4842-A	County Native RG-20516 et al.-C into SP-4842	County Native RG-20516 et al.-A & -B into SP-4842-A	Total TCLC Native Diverted	TCLC Native SP-4842-A	TCLC Native RG-20516 et al.-A & -B into SP-4842-A	Total SJC Diverted	City SJC SP-2847-E Diverted	County SJC SP-2847-E Diverted	TCLC SJC SP-2847-N-A Diverted
2025 Sep	700	0	0	0	0	0	0	0	0	0	700	700	0	0
Oct	700	0	0	0	0	0	0	0	0	0	700	700	0	0
Nov	400	300	300	21	0	279	0	0	0	0	100	100	0	0
Dec	600	500	500	0	0	94	406	0	0	0	100	100	0	0
<b>Total Projected</b>	<b>2,400</b>	<b>800</b>	<b>800</b>	<b>21</b>	<b>0</b>	<b>372</b>	<b>406</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,600</b>	<b>1,600</b>	<b>0</b>	<b>0</b>

**SJC in Storage as of Monday, September 1, 2025 (ac-ft)**

City SJC in Storage	County SJC in Storage	TCLC SJC in Storage
10,901	986	548



# Buckman Direct Diversion

Buckman Direct Diversion Monthly SJC and Native Diversions								
Dec-24		In Acre-Feet						
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-04842-A RG Native VIA SFC LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	SP-2847-E SJC Undiverted CITY	All Partners Conveyance Losses
JAN	283.691	91.173	0.000	192.518	192.518	0.000	0.000	1.986
FEB	293.064	112.967	0.000	180.097	180.097	0.000	0.000	1.858
MAR	217.014	95.914	0.000	121.100	121.100	0.000	0.000	1.475
APR	396.998	255.245	67.230	74.523	74.523	0.000	0.000	1.004
MAY	750.899	395.038	123.438	232.423	232.423	0.000	0.000	1.347
JUN	642.136	371.118	7.114	263.905	263.905	0.000	0.000	1.743
JUL	652.169	320.362	74.513	257.295	257.295	0.000	0.000	1.166
AUG	647.277	0.000	0.000	659.885	659.885	0.000	12.608	3.210
SEP	666.797	0.000	0.000	776.587	776.587	0.000	109.791	3.604
OCT	612.559	0.000	0.000	631.170	631.170	0.000	18.612	5.811
NOV	385.574	154.074	0.000	231.501	231.501	0.000	0.000	1.755
DEC	353.083	214.183	0.000	138.900	138.900	0.000	0.000	1.053
TOTAL	5,901.261	2,010.073	272.294	3,759.904	3,759.904	0.000	141.010	26.014
In Million Gallons								
	Month	Native COUNTY	SFC Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	SJC Undiverted CITY	All Partners Diversions
JAN	29.698	0.000	61.974	61.974	0.000	0.000	91.672	
FEB	36.797	0.000	57.976	57.976	0.000	0.000	94.773	
MAR	31.242	0.000	38.910	38.910	0.000	0.000	70.153	
APR	83.142	21.899	23.913	23.913	0.000	0.000	128.954	
MAY	128.677	40.208	74.921	74.921	0.000	0.000	243.805	
JUN	120.885	2.317	84.961	84.961	0.000	0.000	208.164	
JUL	104.352	24.271	82.879	82.879	0.000	0.000	211.503	
AUG	0.000	0.000	208.462	208.462	0.000	4.107	208.462	
SEP	0.000	0.000	214.522	214.522	0.000	35.762	214.522	
OCT	0.000	0.000	197.347	197.347	0.000	6.062	197.347	
NOV	50.187	0.000	74.729	74.729	0.000	0.000	124.916	
DEC	69.766	0.000	44.837	44.837	0.000	0.000	114.604	
TOTAL	654.747	88.695	1,165.432	1,165.432	0.000	45.932	1,908.874	



**Date:** October 2, 2025

**To:** BDD Board

**From:** Bradley Prada, BDD Facilities Manager

**Re:** BDD Facilities Manager Monthly Update to the BDD Board

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This report outlines our progress on key facility projects, procurement, and staffing as of October 2025. We've made more progress on the Design/Build project, and our Major Repair and Replacement (MR&R) projects are advancing well. We also have a detailed update on our ongoing hiring efforts to fill several positions.

- **LANL MOU**

Negotiations continue earnestly with LANL personnel in preparation to bring a complete MOU to the Board in the coming months.

- **Major Repair and Replacement (MR&R) Fund.**

Quotes have been received for the new pumps required at BS1A and BS2A. The purchase of these pumps will be processed immediately and funded through the previously approved Maintenance, Repair, and Replacement (MR&R) fund.

- **Design/Build Project**

AECOM, Wright Water Engineering, BDD Board Legal, and BDD staff are currently meeting on a weekly basis in preparation for the receipt of the revised design-build proposal. Following a comprehensive review of the revised proposal, we are preparing to move forward into contract negotiations.

- **Current Job Vacancy Updates**

BDD personnel continue working diligently with City staff to address existing vacancies.

<u>Title</u>	<u>Status</u>
Chemist	Closed, none selected, pending repost
Water Operator Ladder	Pending repost
Equipment Repairman Ladder	Pending repost
Journeyman Electrician	Pending repost
Contracts Administrator	Pending reclass





**Date:** October 2, 2025  
**To:** Buckman Direct Diversion Board  
**Via:** Brad Prada, BDD Facilities Manager  
**From:** Samantha Secrist, BDD Accounting Supervisor  
Gutema Ayana, BDD Contract Support  
**Subject:** Corrective Amendment 3 GZA update cumulative amount from \$125,000 to \$190,000

**Item and Issue:**

Request approval of a corrective amendment to the professional services agreement with Glorieta Geoscience, a Division of GZA GeoEnvironmental (Munis Contract #3204145) to fix a clerical error in Amendment No. 3. The amendment text restated the cumulative not-to-exceed (NTE) as \$125,000; the correct cumulative NTE, including Amendment No.3, is \$190,000. No other terms change – scope, rates, and schedule remain the same.

**Background and Summary:**

The Board previously approved the agreement and subsequent amendments to support technical services. On June 8, 2025, the board approved amendment No. 3 to add \$65,000. When entered, the amendment document inadvertently carried forward a cumulative NTE of \$125,000 (original + first two amendments only), creating a mismatch to cumulative balance.

The correct cumulative total is shown below:

Original Contract	\$40,000
Amendment #1:	\$20,000
Amendment #2:	\$65,000
Amendment #3:	\$65,000
<b>Correct Total:</b>	<b>\$190,000</b>

This action only corrects the total compensation figure so that the contract amount matches prior board approvals and the amounts recorded in Munis.

**Action Requested:**

Staff respectfully request approval of:

- The corrected cumulative not-to-exceed compensation amount of \$190,000.



**Approved by BDDB October 2, 2025**

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Commissioner Justin Greene, BDDB Chair

**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 3 TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH  
GLORIETA GEOSCIENCE A DIVISION OF GZA GEOENVIRONMENTAL  
ITEM# 23-0540**

This AMENDMENT No. 3 (the "Amendment") to the Professional Services Agreement dated August 7, 2023, ("Agreement") and subsequently amended, is made between the Buckman Direct Diversion Board (the "BDDDB") and Glorieta Geoscience a division of GZA Geoenvironmental, Inc. ("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 perform professional technical oversight and support services and as further stated in the Scope of Services in the Agreement.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and Contractor agree as follows:

**3. COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Sixty-Five Thousand Dollars (\$65,000.00) so that Article 3, paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall not exceed One Hundred Twenty-Five Thousand Dollars (\$190,000.00) plus applicable gross receipts tax, paid in accordance with the fee schedule attached hereto as Exhibit A.

**5. TERM AND EFFECTIVE DATE.**

Article 5 of the Agreement is amended to extend the term to terminate on June 30, 2026.

**6. 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 to the Agreement as of the dates set forth below.

**BUCKMAN DIRECT DIVERSION BOARD:** City Finance Director, Emily Oster

\_\_\_\_\_  
Justin Greene, BDDDB Chair

DATE: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
Nancy R. Long, BDDDB Counsel

DATE: \_\_\_\_\_

\_\_\_\_\_  
Katharine Clark, County Clerk

DATE: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR:**  
**GZA Environmental, Inc.**

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

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

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

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

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

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

**Exhibit A**  
**Fee Schedule**

<b>Personnel Description</b>	<b>Hourly Rate</b>
Lead Hydrogeologist/ Company Equivalent	\$250
Senior Specialist /Company equivalent	\$150
Specialist / Company Equivalent	\$115
Analysis Technician/ Company Equivalent	\$95
Administrative Clerical / Company Equivalent	\$45



Date: October 2, 2025

To: Buckman Direct Diversion Board

Via: Bradley Prada, BDD Facilities Manager

From: Samantha Secrist, BDD Accounting Supervisor

Re: Request to Reauthorize Funding for the MRRF

---

### **ITEM AND ISSUE:**

Request for approval to reauthorize unexpended funds approved by the BDDDB from the Major Repair and Replacement Fund from FY2025 to FY2026.

### **BACKGROUND AND SUMMARY:**

The Buckman Direct Diversion Board authorized funding from the BDD Major Repair and Replacement Fund for the purpose of funding multiple projects. As of July 1, 2025 the following projects were still on-going and are expected to be completed within the current fiscal year:

#### **MRRF On-going project balance:**

- \$172,416 – Replace VFD Centrifuges – FY24 Carryforward (Approved 5/1/25)
- \$290,000 – Replace Media in GAC Contractor – FY24 Carryforward (Approved 5/1/25)
- \$140,500 – Replace Media in GAC Contractor – FY25 Appropriation (Approved 3/7/24)
- \$131,000 – BS1A Valve Rebuild or Replace – FY25 Appropriation (Approved 3/7/24)
- \$260,000 – Security Camera Upgrades – FY25 Appropriation (Approved 3/7/24)
- \$85,000 – Building UPS Replacement – FY25 Appropriation (Approved 3/7/24)
- \$750,000 – PLC Replacement – FY25 Appropriation (Approved 3/7/24)
- \$60,000 – Surge Tank Bladder Replacement – FY25 Appropriation (Approved 3/7/24)
- \$365,000 – Utility Systems Rebuild or Replace – FY25 Appropriation Balance (Approved 3/7/24)

### **ACTION REQUESTED:**

Staff recommends approval of the attached Budget Amendment Resolutions to re-authorize \$2,253,916 from the Major Repair and Replacement Fund.

**Approved by BDDDB October 2, 2025**

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Commissioner Justin Greene, BDDDB Chair



Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion					DATE 9/10/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
System Equipment	8000825	570550		793,916		
Equipment & Machinery	8000825	570500		260,000		
Data Processing Equipment	8000825	570800		835,000		
R&M System Equipment	8000825	520150		365,000		
Interfund Transfer Out To 800	8010815	755800		2,253,916		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
Interfund transfer in from 801	8000825	655801		(2,253,916)		
<b>JUSTIFICATION:</b> (use additional page if needed) --Attach supporting documentation/memo				\$ 2,253,916	\$ -	

Carryforward FY2025 unexpended appropriations in the MR&R Fund to FY2026 for	<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
various pending projects as referenced in our memo to the BDDB. BDD Partners have	Fund(s) Affected	Fund Balance Increase/(Decrease)
previously funded these projects through annual, budgeted MRRF billings in Fund 801.	801	(2,253,916)
BDDDB Approved _____ Date: _____	<b>TOTAL:</b> (2,253,916)	

Samantha Secrist Prepared By {print name}	Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	Budget Officer	Date
Division Director Signature {optional}	Date	<b>CITY COUNCIL APPROVAL</b> City Council Approval Date	Finance Director {≤ \$5,000}	Date
Department Director Signature	Date	Agenda Item #:	City Manager {≤ \$60,000}	Date



**Date:** October 2, 2025  
**To:** Buckman Direct Diversion Board  
**Via:** Bradley Prada, BDD Facility Manager  
**From:** Gutema Ayana, Contract Administrator; and  
Samantha Secrist, BDD Accounting Supervisor  
**Re:** Professional Services Agreement with Arrowhead Security DBA Vet-Sec Protection Agency

---

**ITEM AND ISSUE:**

Request for approval of a Professional Services Agreement with Arrowhead Security DBA Vet-Sec Protection Agency to provide security services for the Buckman Direct Diversion (BDD), and to authorize funding in the amount of \$204,811.20 plus applicable gross receipt tax for FY 2026.

**BACKGROUND:**

In accordance with Request for Proposal #22/17/P, the City of Santa Fe awarded contracts for On-Call Security Guard Services to multiple vendors, including Arrowhead Security DBA Vet-Sec Protection Agency. The BDD has a continued need for security services at its facilities and, rather than duplicating the procurement process, seeks to piggyback off the City procurement process for security services and enter into an agreement with one of the selected firms. This will allow the BDD to utilize the rates already established by the City and will provide cost-effective and reliable security services for BDD operations.

To support this effort, staff is requesting approval of the expenditure of \$204,811.20 plus applicable gross receipts tax in FY 2026 to fund BDD's security services under this contract.

**ACTION REQUESTED:**

Staff recommends approval of the Professional Services Agreement with Arrowhead Security DBA Vet-Sec Protection Agency for BDD security services in the amount of \$204,811.20 plus applicable gross receipts tax for FY26.

Munis Contract# 3203369  
Business Unit: 8000801-510310  
PL Code: BDD7400  
Commodity Code: 99046

**Approval:**

Approved by BDDDB October 2, 2025

---

Commissioner Justin Greene, BDDDB Chair



**BUCKMAN DIRECT DIVERSION BOARD  
PROFESSIONAL SERVICES AGREEMENT WITH  
ARROWHEAD SECURITY D/B/A VET-SEC SECURITY SERVICES  
FOR ON-CALL SECURITY SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and **Arrowhead Security DBA Vet-Sec Protection Agency**, ("Contractor"), and is effective as of the date set forth below.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of NMSA 1978, Sections 13-1-28 through 13-1-199 pursuant to NMSA 1978, Section 13-1-129 ; and

**WHEREAS**, Contractor is one of such requisite qualifications and is willing to engage with the BDDDB for security services, in accordance with the terms and conditions hereinafter set out, and Contractor, understanding and consenting to the foregoing, is willing to render such security services as outlined in the Agreement; and

The BDDDB and Contractor hereby agree as follows:

**1. Scope of Work**

A. Contractor shall perform On-Call Security Services for the BDDDB. The BDDDB utilized the City of Santa Fe's Request for Proposal (RFP) # 22/17/P to provide the services of Contractor. The services to be provided under this Agreement shall follow the scope, terms, and conditions of Contract # 3203369 with the City of Santa Fe, which is incorporated herein by reference and described in Exhibit A hereto.

B. All work shall be carried out by means of an approved task order ("Task Order") utilizing the Task Order format established under Contract # 3203369, together with the associated contractor's price proposal and an approved purchase order issued to Contractor by BDDDB.

**2. Compensation**

The BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed **Two Hundred Four Thousand Eight Hundred Eleven Dollars and Twenty Cents (\$204,811.20) plus Applicable Gross Receipts Tax**. Payment shall be made for services rendered at the rates identified in the attached Exhibit A.

**3. Term**

The period of performance of this Agreement shall commence upon final approval and terminate on **June 30, 2026**.

#### **4. Termination**

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

B. Notice; BDDB Opportunity to Cure.

(i) The BDDB shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

(ii) Contractor shall give BDDB written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the BDDB's material breaches of this Agreement 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 the Contractor of its intent to cure and begin with due diligence to cure the material breach.

(iii) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by the BDDB; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the BDDB; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the BDDB'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 Agreement. 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 BDDB'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

#### **5. Appropriations**

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

**6. Status of Contractor**

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

**7. Assignment**

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

**8. Subcontracting**

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

**9. Release**

Final payment of the amounts due under this Agreement shall operate as a release of the BDDDB, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality**

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

**11. Product of Service – Copyright**

All materials developed or acquired by Contractor under this Agreement shall become the property of the BDDDB and shall be delivered to the BDDDB no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of Contractor.

## **12. Conflict of Interest; Governmental Conduct Act**

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 Agreement.

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 Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.

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

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

## **13. Amendment**

A. This Agreement 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 BDDDB proposes an amendment to the Agreement 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 Agreement, pursuant to the termination provisions as set forth in Section 4 herein, or to agree to the reduced funding.

## **14. Entire Agreement**

This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibit, the statements in the body of this Agreement shall control.

**15. Merger**

This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement.

This Agreement is issued pursuant to, and piggybacks off, City of Santa Fe Contract # 3203369, which is incorporated herein by reference and shall govern in the order of precedence. This Agreement is intended as a subordinate contract under that master contract.

No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**16. Penalties for violation of law**

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

**17. Equal Opportunity Compliance**

Contractor agrees to abide by all federal and state laws, rules and regulations, and Santa Fe BDDDB Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Contractor assures 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**18. Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, Section 38-3-2. By execution of this Agreement, 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 Agreement.

**19. 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 Agreement may be terminated by the BDDDB.

## **20. Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. Contractor shall furnish the BDDB with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

## **21. Other Insurance**

If the services contemplated under this Agreement will be performed on or in BDDB facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 as 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, its officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the BDDB as an additional insured and provide for 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.

## **22. Records and Financial Audit**

Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the BDDB. The BDDB shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the BDDB to recover excessive or illegal payments.

## **23. Indemnification**

Contractor shall defend, indemnify and hold harmless the BDDB from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by

the negligent act or failure to act of Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of Contractor resulting in injury or damage to persons or property during the time when Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. If any action, suit or proceeding related to the services performed by Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against Contractor, Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the BDDB.

**24. New Mexico Tort Claims Act**

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

**25. Invalid Term or Condition**

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

**26. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

**27. Notices**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

<b>To the BDDB:</b> Bradley Prada 341 Caja del Rio Santa Fe, NM 87506 bxprada@santafenm.gov	<b>To Contractor:</b> <b>Arrowhead Security DBA Vet-Sec Protection Agency</b> Amy Naccari, Managing Director 4010 Carlisle Blvd, Suite A Albuquerque, NM 87110 Email: _____
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## **28. Authority**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

## **29. Non-Collusion**

In signing this Agreement, Contractor certifies that Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the BDDB's Chief Procurement Officer.

## **30. Default/Breach**

In case of Default and/or Breach by Contractor, for any reason whatsoever, the BDDB may procure the goods or services from another source and hold Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the BDDB may also seek all other remedies under the terms of this Agreement and under law or equity.

## **31. Equitable Remedies**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the BDDB irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the BDDB, and Contractor consents to the BDDB's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The BDDB's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the BDDB may have under applicable law, including, but not limited to, monetary damages.

## **32. Default and Force Majeure**

The BDDB reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the BDDB, if Contractor fails to meet the provisions of this Agreement 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 subcontractors due to any of the above, unless the BDDB shall determine that the supplies or services to be furnished by the subcontractor 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 Section shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

**BUCKMAN DIRECT DIVERSION BOARD**

\_\_\_\_\_  
Justin Greene, BDDDB Chair

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long, BDDDB Counsel

**ATTEST:**

\_\_\_\_\_  
Katharine E. Clark, County Clerk

**APPROVED FOR FINANCES**

*Emily K. Oster*  
\_\_\_\_\_  
Emily Oster, City Finance Director

**CONTRACTOR**

**Arrowhead Security DBA  
Vet-Sec Protection Agency**

By: \_\_\_\_\_

Amy Naccari  
Title: Managing Director

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

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

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

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## Exhibit A

### Description of Services

Buckman Direct Diversion Facilities

5 Days a week 1800 to 0600; Saturday Sunday 1800 to 0600 and 0600 to 1800

On-site patrolling guard equipped with a radio and phone for dispatch and response

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### Cost of Services

Position	Hours of Service	Hourly Rate
Security Officer	108	\$43.10
Weekly Rate		\$4,654.80

**\*\*Proposal is for guard services pursuant to Statewide Price Agreement\*\***

Items included in Rate:

- Recruitment, background screening and hiring costs.
- Qualified Security Officers with DPS Guard Card.
- Employee wages, payroll taxes and insurance.
- All uniforms for Officers are included and replacement sets as needed.
- Introductory, pre-assignment and paid on-site training.
- Site-specific written test based on post orders and client policies.



**Date:** October 2, 2025  
**To:** The Buckman Direct Diversion Board  
**From:** Gutema Ayana, Contracts Administrator (Contractor)  
**Via:** Bradley Prada, Facilities Manager  
Samantha Secrist, Accounting Supervisor  
Matthew Sandoval, Operations Superintendent  
**Subject** FY26 Chemical Award

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### **ITEM**

Request approval to award ITB #26005 "BDD Water Treatment Plant Chemicals" to various vendors.

09/26/2025

### **Background**

The BDD uses various chemicals to treat surface water in compliance with State and Federal Drinking Water Standards. Quantities purchased are based on anticipated flows and estimated dosages as determined by Operations.

On August 21, 2025, staff issued an invitation to bid (ITB #26005) for essential water treatment chemicals. Consistent with a multi-award solicitation, all responsive and responsible bidders were recommended for award and will be eligible to supply their respective chemicals at their bid unit prices for the contract term.

The estimated pricing for all chemicals is summarized below:

Item#	Vendor Name	Description	Unit Price	Approx. Qty
1	Polydyne Inc.	Polymer	1.04000	50,000
2	WATER TECH INC	Polymer	1.61000	50,000
3	Chemrite, Inc.	Calcium Thiosulfate	0.58000	50,000
4	Kemira Water Solutions	Ferric Chloride	0.32000	950,000
5	Pencco, Inc	Ferric Chloride	0.28700	950,000
6	DuBois Chemicals, Inc.	Hydrofluorosilicic Acid	0.44300	25,000
7	Matheson Tri-Gas, Inc.	Liquid Oxygen	0.01070	10,000,000
8	SYOXSA, INC.	Liquid Oxygen	0.00913	10,000,000
9	PVS DX	Sodium Hydroxide	0.25500	500,000
10	PVS DX	Sodium Hypochlorite	3.10000	60,000
11	WATER TECH INC	Sodium Hypochlorite	2.90000	60,000
12	PVS DX	Sulfuric Acid	0.55000	15,000
13	WATER TECH INC	Sulfuric Acid	0.36000	15,000
14	Chemrite, Inc.	Zinc Orthophosphate	1.06700	30,000
15	George S. Coyne Chemical Co., Inc.	Zinc Orthophosphate	0.79990	30,000
16	Shannon Chemical Corporation	Zinc Orthophosphate	0.81400	30,000

## **Recommendation**

BDD Staff recommends approval of award to multiple vendors as listed above for the procurement of water treatment plant chemicals under ITB# 26005. Funding is available in the approved operating budget.

*Andy Hopkins* 09/25/2025

BU/LI Chemicals 8000801.510810

Approved By BDDDB October 2, 2025

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Justin Greene, BDDDB Chair

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Budget

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Purchasing



**BUCKMAN DIRECT DIVERSION  
GENERAL SERVICES CONTRACT**

**BUCKMAN DIRECT DIVERSION WATER TREATMENT CHEMICALS  
BDD Water Treatment Chemicals – Multi-Award Contract (ITB #26005).**

THIS CONTRACT is established under **ITB #26005** for the supply and delivery of essential water treatment chemicals. Multiple vendors were awarded under this solicitation, and Buckman Direct Diversion (BDD) is authorized to purchase from any of the awarded suppliers throughout the contract term to ensure continuous operations and regulatory compliance.

**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. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.
- D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.
- E. "Acknowledgement of Terms and Conditions" means that by submitting a bid in response to ITB #26005, the Contractor agreed to the terms and conditions set forth in the solicitation, which are incorporated into and made part of this Contract. Execution of this Contract reaffirms the Contractor's acceptance of those terms and conditions.

**2. Scope of Work**

The Chemical Contractor includes one or more of the following water treatment chemicals:

- Ferric Chloride
- Sodium Hydroxide
- Polymer
- Zinc Orthophosphate (ZOP)
- Calcium Thiosulfate
- Sulfuric Acid

- Liquid Oxygen (LOX)
- Hydrofluorosilicic Acid
- Sodium Hypochlorite

#### **Item 1: Ferric Chloride**

Liquid Ferric Chloride ( $\text{FeCl}_3$ ) is an orange-brown, acidic, corrosive aqueous solution. The specific gravity of the solution shall be in the range of 1.3 to 1.5. The specific gravity will vary with the  $\text{FeCl}_3$  concentration. Concentration may be varied with the season and point of destination to prevent crystallization during cold weather.

#### **Liquid Ferric Chloride Quality**

Total  $\text{FeCl}_3$  by weight 28% to 47% Total iron as Fe 9.6% to 16.2% Not more than 2.5% of the total iron shall be in the ferrous state. The free acid, expressed as HCL, shall not exceed 1.0%. The solution shall not contain more than 0.2% total insoluble matter by weight.

Chemicals must meet ANSI/AWWA Standard Specification B407-05 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 950,000 lbs.

#### **Item 2: Sodium Hydroxide**

Liquid Sodium Hydroxide supplied shall contain approximately 50 percent or 25 percent sodium hydroxide ( $\text{NaOH}$ ). The 50% sodium hydroxide solution begins to crystallize at approximately 540 F and the 25% solution will begin to crystallize at approximately 80 F. **Concentration shall be varied with the season and point of destination, as per the recipient request, to prevent crystallization during cold weather.**

#### **Liquid Sodium Hydroxide Quality**

Liquid Sodium Hydroxide supplied shall contain approximately 50 percent or 25 percent sodium hydroxide ( $\text{NaOH}$ ) as specified above for seasonal delivery. Chemicals must meet ANSI/AWWA Standard B501-08 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 500,000 lbs.

#### **Item 3: Polymer**

##### **Polydyne Inc. Clarifloc A-210P Polymer OR Equal**

POLYMER solution is to be ordered in 275 Gallon tote quantities. Deliveries will be made to BDD Water Treatment Facility dock area. Delivery off-loading process will be by fork truck. **Empty used tote containers will have to be removed by the Contractor and disposed of.**

#### **Other Polymer**

Bidders may propose alternative polymer chemicals, provided they demonstrate the chemical's performance at the BDD Water Treatment Plant at no cost or obligation to BDD. The full-scale demonstration must be conducted using BDD's existing polymer feed and dewatering equipment. Performance will be evaluated based on the following criteria:

The polymer shall be evaluated for its effectiveness in dewatering sludge generated from Ferric Chloride flocculation at the water treatment plant. The following conditions and performance requirements shall apply:

1. Minimum solids feed rate: 120 GPM at 5.0% solids.
2. Maximum hydraulic loading rate: 350 GPM at 2.0% solids.
3. Maximum solids loading rate: 3,300 dry pounds per hour.
4. Minimum cake solids concentration: 20%.
5. Minimum solids capture efficiency: 95% of total solids in the sludge feed.
6. Maximum polymer dosage (active polymer): 12 pounds per dry ton of solids.
7. Minimum continuous demonstration run time at steady state: 2 hours.

Percent Solids Capture =  $(C/F) \times [(F-E)/(C-E)] \times 100$  Where C = Dewatered sludge total solids in mg/kg F\* = Feed TS in mg/kg, excluding any dilution flow from polymer solution flow E = Centrate total suspended solids (TSS) in mg/kg, excluding any dilution from polymer solution flow. 14\* Feed refers to sludge feed excluding active polymer and polymer dilution water flow rates. A polymer may be selected from those demonstrated to be the most cost effective at meeting the above criteria. If selected, the polymer is to be ordered in 275 Gallon tote quantities. Delivery off-loading process at the BDD Water Treatment Facility will be by fork truck.

#### **Polymer Quality**

Chemicals must be certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 50,000 lbs.

#### **Item 4: Zinc Orthophosphate (ZOP)**

Aqueous ZOP solutions are clear and have a slight acid odor. ZOP solutions are miscible with water in all proportions. The specific gravity of the solutions will vary depending on the ratio of Zn to PO<sub>4</sub><sup>3-</sup> and can range from 1.20 to 1.70 at 720 F.

#### **Zinc Orthophosphate Quality**

Chemicals must meet ANSI/AWWA Standard Specification B506-06 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 30,000 lbs.

#### **Item 5: Calcium Thiosulfate**

Captor® Calcium Thiosulfate or Equal (Calcium thiosulfate solution) is a non-hazardous liquid with a typical pH of 6.5 - 8.0. The liquid solution is water-white to pale yellow in color and may have a slight odor of fresh concrete. The solution of Captor is considered stable in normal transportation. Solutions range from 20 to 30% strength by weight and weigh 10.0 to 11.0 pounds per U.S. gallon (1.198 to 1.318 gm/cc).

#### **Captor Calcium Thiosulfate Quality**

Chemicals must be certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 50,000 lbs.

#### **Item 6: Sulfuric Acid**

Sulfuric Acid H<sub>2</sub>SO<sub>4</sub> Sulfuric Acid solution is to be ordered in 250-gallon tote quantities. Deliveries will be made to BDD Water Treatment Facility dock area. Delivery off-loading process will be by fork truck only. Empty used tote containers will have to be removed and disposed of by the Contractor.

#### **Sulfuric Acid Quality**

Total H<sub>2</sub>SO<sub>4</sub>% by weight 93%. Chemicals must be certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 15,000 lbs.

#### **Item 7: Liquid Oxygen (LOX)**

Liquid Oxygen (LOX) is a colorless, odorless, tasteless, diatomic gas. Oxygen has a density of 1.326 g/L at 700 F and 760 mm of mercury. Liquid Oxygen is to be ordered in bulk truck load quantities.

#### **Liquid Oxygen Quality**

LOX shall have an oxygen content of at least 99.0 percent, by weight. The water content of the LOX shall not exceed a dew point of -800F at the time of delivery. The total hydrocarbon content (as methane) of the LOX shall not exceed 40 ppm (v/v) at the time of delivery. Other impurities include nitrogen, argon, and other inert gases. The sum of these impurities shall not be sufficient to prevent achieving the minimum oxygen content specified above. Chemicals must meet ANSI/AWWA Standard Specification B304-08 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 10,000,000 cu ft.

#### **Item 8: Hydrofluorosilicic Acid**

Hydrofluorosilicic acid supplied shall be clean, free of visible suspended matter, and white to straw-yellow in color.

### **Hydrofluorosilicic Acid Quality**

Total Hydrofluorosilicic acid % by weight 20% to 30% Maximum free acid, expressed as HF, shall not exceed 1.0%. Chemicals must meet ANSI/AWWA Standard Specification B703a-08 Addendum to B703-06 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 25,000 lbs.

### **Item 9: Sodium Hypochlorite**

Sodium Hypochlorite is a clear, pale yellow or greenish liquid with a chlorine odor.

#### **Sodium Hypochlorite Quality**

Total sodium hypochlorite% 10% to 12.5% The solution shall not contain more than 0.15% insoluble matter by weight. Chemicals must meet ANSI/AWWA Standard Specification B300-04 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 60000 gal

## **3. Compensation**

A. Payment. The City shall compensate the Contractor based on the itemized amounts specified in Appendix A. For the services described in the scope of work, the City will pay the Contractor. The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

## **4. Term**

### **THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.**

The initial term of this contract shall be for **three (3) years** from the date of final signature. This Contract shall terminate three (3) years from the date of final signature unless terminated pursuant to Paragraph 4 (Termination) or Paragraph 5 (Appropriations). A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

## **5. Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The 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 the 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 City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City 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.

## 6. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice: City Opportunity to Cure.

i) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

ii) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date 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 City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City 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 City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

iii) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the 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 the 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. The 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 THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.

## 7. 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 City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the 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.

## 8. Status of Contractor

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

**9. Assignment**

The 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.

**10. Subcontracting**

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

**11. Non-Collusion**

In signing this Contract, the Contractor certifies the 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.

**12. Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the 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.

**13. Commercial Warranty**

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

**14. 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.

**15. Records and Audit**

During the term of this Contract and for three years thereafter, the 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 City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

## **16. Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the 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.

## **17. Release**

The 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. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

## **18. Confidentiality**

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

## **19. Conflict of Interest**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, 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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City 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 City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

## **20. Approval of Contractor Representatives**

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

## **21. Scope of Contract; Merger**

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.

All terms and conditions of the BDDDB Water Treatment Chemicals ITB# 26005 and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

## **22. Notice**

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

## **23. Equal Opportunity Compliance**

The 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, the 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.

## **24. Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City 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 the Contractor, its agents, officers, employees or subcontractors. The 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.

## **25. New Mexico Tort Claims Act**

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

## **26. 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, Section 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.

## **27. Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the 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 Contract or to damages resulting from personal injury caused by the Contractor's negligence.

## **28. 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 City response to questions); (2) the Contractor's best and final offer; and (3) the 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) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

## **29. Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the 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.

## **30. 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.

## **31. 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. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires.

The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the 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 do not conform with the requirements of this Contract, the City may require the 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 City may:

- i. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
- ii. reduce the contract price to reflect the reduced value of the services performed.

E. If the 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 City may:

- iv) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- v) terminate the contract for default.

### **32. Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City 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 City of Santa Fe their officials, officers, employees, and agents as additional insurers.

**B. Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

**C. 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.

**D.** Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 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.

### **33. 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.

#### **34. 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.

#### **35. Enforcement of Contract**

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.

#### **36. Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City 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 City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. 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 the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

#### **37. 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.

#### **38. 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 City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the 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. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the 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 the Contractor's responsibility and ability to perform under this Contract. Failure of the 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 document. 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, the 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 document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

### **39. Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City 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.

### **40. Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

**To Buckman Direct Diversion:**

Samantha Secrist  
sasecrist@santafenm.gov  
341 Cajan Del Rio Rd.  
Santa Fe, NM 87506

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

**41. Succession**

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

## 42. Chemical Award & Pricing Sheet

This sheet summarizes the results of ITB #26005 for the supply of essential water treatment chemicals to Buckman Direct Diversion (BDD). It lists the awarded vendors, unit costs, approximate annual quantities, and extended totals, and serves as the official record of contract pricing for the term of the agreement.

Item#	Vendor Name	Description	Unit Price	Approx. Qty
1	Polydyne Inc.	Polymer	1.04000	50,000
2	WATER TECH INC	Polymer	1.61000	50,000
3	Chemrite, Inc.	Calcium Thiosulfate	0.58000	50,000
4	Kemira Water Solutions	Ferric Chloride	0.32000	950,000
5	Pencco, Inc	Ferric Chloride	0.28700	950,000
6	DuBois Chemicals, Inc.	Hydrofluorosilicic Acid	0.44300	25,000
7	Matheson Tri-Gas, Inc.	Liquid Oxygen	0.01070	10,000,000
8	SYOXSA, INC.	Liquid Oxygen	0.00913	10,000,000
9	PVS DX	Sodium Hydroxide	0.25500	500,000
10	PVS DX	Sodium Hypochlorite	3.10000	60,000
11	WATER TECH INC	Sodium Hypochlorite	2.90000	60,000
12	PVS DX	Sulfuric Acid	0.55000	15,000
13	WATER TECH INC	Sulfuric Acid	0.36000	15,000
14	Chemrite, Inc.	Zinc Orthophosphate	1.06700	30,000
15	George S. Coyne Chemical Co., Inc.	Zinc Orthophosphate	0.79990	30,000
16	Shannon Chemical Corporation	Zinc Orthophosphate	0.81400	30,000

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

**CONTRACTOR PENCCO, INC:**

\_\_\_\_\_  
**NAME AND TITLE:**

\_\_\_\_\_  
**SIGNATURE:**

\_\_\_\_\_  
**DATE:**

\_\_\_\_\_  
**NMBTIN:**

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

**CONTRACTOR PVS DX:**

\_\_\_\_\_  
**NAME AND TITLE:**

\_\_\_\_\_  
**SIGNATURE:**

\_\_\_\_\_  
**DATE:**

\_\_\_\_\_  
**NMBTIN:**

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

**CONTRACTOR POLYDYNE, INC:**

\_\_\_\_\_  
**NAME AND TITLE:**

\_\_\_\_\_  
**SIGNATURE:**

\_\_\_\_\_  
**DATE:**

\_\_\_\_\_  
**NMBTIN:**

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

**CONTRACTOR GEORGE S. COYNE CHEMICAL CO., INC:**

\_\_\_\_\_  
**NAME AND TITLE:**

\_\_\_\_\_  
**SIGNATURE:**

\_\_\_\_\_  
**DATE:**

\_\_\_\_\_  
**NMBTIN:**

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

**CONTRACTOR CHEMRITE, INC:**

\_\_\_\_\_  
**NAME AND TITLE:**

\_\_\_\_\_  
**SIGNATURE:**

\_\_\_\_\_  
**DATE:**

\_\_\_\_\_  
**NMBTIN:**

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

**CONTRACTOR WATER TECH INC:**

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**NAME AND TITLE:**

---

**SIGNATURE:**

---

**DATE:**

---

**NMBTIN:**

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

**CONTRACTOR SYOXSA, INC:**

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**NAME AND TITLE:**

---

**SIGNATURE:**

---

**DATE:**

---

**NMBTIN:**

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

**CONTRACTOR DUBOIS CHEMICALS, INC:**

\_\_\_\_\_  
**NAME AND TITLE:**

\_\_\_\_\_  
**SIGNATURE:**

\_\_\_\_\_  
**DATE:**

\_\_\_\_\_  
**NMBTIN:**

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

**CONTRACTOR KEMIRA WATER SOULTIONS:**

\_\_\_\_\_  
**NAME AND TITLE:**

\_\_\_\_\_  
**SIGNATURE:**

\_\_\_\_\_  
**DATE:**

\_\_\_\_\_  
**NMBTIN:**

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

**CONTRACTOR MATHESON TRI-GAS, INC:**

\_\_\_\_\_  
**NAME AND TITLE:**

\_\_\_\_\_  
**SIGNATURE:**

\_\_\_\_\_  
**DATE:**

\_\_\_\_\_  
**NMBTIN:**

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

**CONTRACTOR SHANNON CHEMICAL CORPORATION:**

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**NAME AND TITLE:**

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**SIGNATURE:**

---

**DATE:**

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**NMBTIN:**

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:**

\_\_\_\_\_  
**BDDB SIGNATURE:**

\_\_\_\_\_  
**DATE:**

**ATTEST:**

\_\_\_\_\_  
**COUNTY CLERK:**

**Approved to form and legal sufficiency by:**

\_\_\_\_\_  
**BDDB COUNCELOR:**

**Approved by Finances:**

*Emily K. Oster*  
\_\_\_\_\_

**FINANCE DIRECTOR:**