
BUCKMAN DIRECT DIVERSION BOARD

GENERAL SERVICES AGREEMENT

WITH CALGON CARBON CORPORATION, A KURARAY

COMPANY

For Granular Activated Carbon Media Changeout

THIS GENERAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board (BDDDB), and Calgon Carbon Corporation, a Kuraray Company, ("Contractor") for the Calgon Filtrasorb 820 media changeout project. Under this Agreement, Contractor will provide all materials and services necessary to remove, dispose of, and replace the Granulated Activated Carbon (GAC) media used in BDDDB's water treatment process, ensuring continued compliance with performance and quality standards.

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 Agreement 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. "Destination" refers to the final delivery location specified by the Buckman Direct Diversion Board (BDDDB) where goods, materials, or services are to be received, inspected, and accepted in accordance with the contract requirements.

2. SCOPE OF WORK

Contractor shall perform the following work: Replace Calgon Filtrasorb 820 media in three GAC Contactors. The media must be Calgon Filtrasorb 820 in order to accomplish the water quality that is required. The filter media will be removed from the GAC filters and will be dumped onsite at a location designated by the BDDDB. After removal, underdrains will be inspected to ensure proper flow. Once inspection is completed, new Calgon Filtrasorb 820 media is to be installed, with proper backwashing, in the three GAC Contactors. Each contactor holds 70,000 lbs. of media which totals to 210,000 lbs. that will be replaced.

3. COMPENSATION

The BDDDB shall pay to Contractor based upon fixed prices for each Deliverable Item as listed below:

Deliverable Item	Description	Price
1	Remove filter media in the three (3) contactors, inspect underdrains and install Calgon Filtrasorb 820 media.	\$472,500.00 Price is to include freight.

The total compensation under this Agreement shall not exceed \$472,500.00, excluding New Mexico gross receipts tax. Contractor is responsible for paying any applicable New Mexico gross receipts tax.

4. TERM

THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN EXECUTED BY THE BDDDB CHAIR. This Agreement shall terminate one year from the effective date and may be renewed thereafter. An Agreement for general services may not exceed four (4) 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 BDDDB reserves the right to cancel all, or any part under this Agreement without cost to the BDDDB, 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 BDDDB 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, 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 BDDDB shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery scheduled. The rights and remedies of the BDDDB provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

6. TERMINATION

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

B. Notice: BDDDB Opportunity to Cure.

1. The BDDDB shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give the BDDDB written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the BDDDB's material breaches of this Agreement upon which the termination is based and (ii) state what the BDDDB must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the BDDDB 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 BDDDB does not, within the thirty (30) day notice period, notify Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this 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 BDDDB; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 16 "Appropriations", of this Agreement.

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

7. 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, or to agree to the reduced funding.

8. STATUS OF CONTRACTOR

Contractor, and Contractor's agents and employees, are independent Contractors for the BDDDB and are not employees of the City of Santa Fe ("City"). 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 Agreement. Contractor acknowledges that all sums received hereunder are personally reportable by Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. Contractor agrees not to purport to bind the BDDDB unless Contractor has written authority to do so, and then only within the strict limits of that authority.

9. 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.

10. 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.

11. NON-COLLUSION

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

12. INSPECTION OF PLANT

BDDDB may inspect, at any reasonable time during Contractor's regular Business Hours and upon prior written notice, Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

13. COMMERCIAL WARRANTY

Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the BDDDB and are in addition to and do not limit any rights afforded to the BDDDB by any other clause of this order. 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 Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. RECORDS AND AUDIT

During the term of this Agreement and for three (3) years thereafter, Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the BDDDB, the State Auditor and other appropriate state and federal authorities. The BDDDB shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the BDDDB to recover excessive or illegal payments.

16. APPROPRIATIONS

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

17. RELEASE

Contractor, upon final payment of the amount due under this Agreement, releases the BDDDB, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

18. 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 prior written approval by the BDDDB.

19. CONFLICT OF INTEREST

- A. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this 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 Paragraph are material representations of fact upon which the BDDDB relied when this Agreement 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 Paragraph 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 Paragraph 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 the Agreement to the contrary, the BDDDB may immediately terminate the Agreement.

20. APPROVAL OF CONTRACTOR REPRESENTATIVES

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

21. SCOPE OF AGREEMENT; MERGER

This Agreement 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 Agreement.

All terms and conditions of the 26025 - Granular Activated Carbon Media Changeout and Contractor's response to such document(s) are incorporated herein by reference.

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

Contractor agrees to abide by all federal and state laws, and local ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, Contractor agrees to assure that no person

in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

24. INDEMNIFICATION

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

25. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDDB 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 BDDDB and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. 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.

27. INCORPORATION BY REFERENCE AND PRECEDENCE

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

In the event of a dispute under this Agreement, 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 Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) Contractor's best and final offer if such has been made and accepted by the BDDDB; and (5) Contractor's response to the request for proposals.

28. 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 BDDB.

29. INSPECTION

If this Agreement includes 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.

30. INSPECTION OF SERVICES

If this Agreement included the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. Contractor shall provide and maintain an inspection system acceptable to the BDDB covering the services under this Agreement. Complete records of all inspection work performed by Contractor shall be maintained and made available to the BDDB and for as long thereafter as the Agreement requires. The BDDB has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The BDDB shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the BDDB performs inspections or tests on the premises of Contractor or a subcontractor, Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement 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 Agreement, the BDDB may require Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the BDDB may:
 - 1. require Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
 - 2. reduce the Agreement price to reflect the reduced value of the services performed.
- E. If Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the BDDB may:
 - 1. by Agreement or otherwise, perform the services and charge to Contractor any cost incurred by the BDDB that is directly related to the performance of such service; or
 - 2. terminate the Agreement for default.

31. INSURANCE

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

31.1. 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 BDDDB their officials, officers, employees, and agents as additional insureds.

31.2. BUSINESS AUTOMOBILE LIABILITY

If the services contemplated under this Agreement will be performed on or in BDDDB facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the BDDDB 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 BDDDB or their 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 Contractor. 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 BDDDB as an additional insured and provide for thirty (30) days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

31.3. 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.

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.

32. IMPRACTICALITY OF PERFORMANCE

A party shall be excused from performance under this Agreement 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.

33. 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.

34. ENFORCEMENT OF AGREEMENT

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.

35. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

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

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

1. provide the BDDB the right to continue using the product or service and fully indemnify the BDDB against all claims that may arise out of the BDDB's use of the product or service;
2. replace or modify the product or service so that it becomes non-infringing; or,

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

36. SURVIVAL

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

37. DISCLOSURE REGARDING RESPONSIBILITY

- A. Any prospective Contractor and any of its Principals who enter into an Agreement greater than sixty thousand dollars (\$60,000.00) with the BDDB for professional services, tangible personal property, services or construction agrees to disclose whether Contractor, or any principal of Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of Agreement by any federal entity, state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. Contractor shall provide immediate written notice to the BDDB if, at any time during the term of this Agreement, Contractor learns that Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of Contractor's responsibility and ability to perform under this Agreement. Failure of Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 6, "Termination" of this Agreement.
- 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 Agreement. If during the performance of the Agreement, 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, Contractor must provide immediate written notice to the BDDB. If it is later determined that Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the BDDB, the BDDB may terminate the Agreement for cause. The City of Santa

Fe may suspend or debar Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the BDDB.

38. SUSPENSION, DELAY OR INTERRUPTION OF WORK

The BDDB may, without cause, order Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the BDDB may determine. The Agreement sum and Agreement 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 Agreement 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 an Agreement remedy. Any change in Total Compensation must be reflected in an amendment executed pursuant to Section 7 "Amendment" of this Agreement.

39. 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.

<u>To the BDDB:</u>	Buckman Direct Diversion Contract Admin 341 Caja Del Rio Rd Santa Fe, NM 87506 gxayana@santafenm.gov (925) 398-9507	<u>To Contractor:</u> Calgon Carbon Corporation James Gray 3000 GSK Drive Moon Township, PA 15108 james.pgray@kuraray.com 412-956-7885
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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.

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

BDDDB Chair - APPROVAL

CONTRACTOR:

Justin Greene, BDDDB Chair



James Gray, Municipal Bids and Contracts -
Drinking Water Solutions Project Manager
Nov 21, 2025

DATE SIGNED

Date Signed

7389949

NMBTIN#

ATTEST

SIGNATURE

Katharine E. Clark


FULL NAME

County Clerk

TITLE

DATE SIGNED

Approved to form and legal sufficiency by:


[Nancy Long \(Nov 21, 2025 12:18:16 MST\)](#)

SIGNATURE

Nancy R. Long

FULL NAME

BDDDB Attorney

TITLE

Nov 21, 2025

DATE SIGNED

APPROVED FOR FINANCES

SIGNATURE

Emily Oster

FULL NAME

City Finance Director

TITLE

DATE SIGNED