



THE CITY OF  
SANTA FE

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**MEMORANDUM**

**DATE:** April 20, 2023

**TO:** John Blair, City Manager *John Blair*  
John Blair (Apr 21, 2023 21:22 MDT)

Apr 21, 2023

**VIA:** MIKE DOZIER, WWM DIVISION DIRECTOR

**FROM:** P. Fred Heerbrandt, P.E., Engineer Supervisor, WWMD

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**ACTION**

Approval of an emergency acquisition of operational consulting services from Carollo Engineers, to address an ongoing operational upset at the Paseo Real Wastewater Reclamation Facility.

**BACKGROUND**

The Wastewater Management (WWM) Division is requesting approval of an emergency acquisition of operational consulting from a private, consulting engineering company, Carollo Engineers. The Paseo Real Wastewater Reclamation Facility has experienced pin floc in the clarifiers that have caused overloading of the disc filters, resulting in effluent exceedances for total suspended solids and fecal coliforms. These exceedances prevent the delivery of re-use water to users that hold contractual agreements with the City to supply them with re-use water. This condition also results in permit exceedances of the NPDES permit covering discharges to the Santa Fe River. Without professional assistance and consultation, this condition could continue for an extended period of time.

We are also requesting construction services to repair the scum troughs in final clarifier # 5 & 6 so that we can place these units online and construction services to allow the Marty Sanchez golf course to use the raw water withdrawal pipeline for BDD to provide irrigation water while the PRWRF can not provide non-potable water for irrigation of the course.

**RECOMMENDED ACTION**

PUD, WWM, PRWRF respectfully requests approval of the Emergency Acquisition of operational consulting services from Carollo Engineers in the amount of \$37,801 to assist staff in determining corrective actions to resabilize the treatment process. We also request emergency acquisition of construction services from RMCI, Inc. in the amount of \$59,457.12, including NMGRT and Sub Surface Contracting, Inc. in the amount of \$46,725.46. Monies shall be transferred from WWMD Enterprise Fund /Fund 500/Cash Balance PL# WWM2050001



STATE OF NEW MEXICO
EMERGENCY DETERMINATION FORM

The emergency procurement method (NMSA 1978, Section 13-1-127) may only be used when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions.

- 1. the functioning of government.
2. the preservation or protection of property; or
3. the health or safety of any person.

I. Name of State Agency/Local Government Municipality: City of Santa Fe
Chief Procurement Officer: Travis Dutton-Leyda
Telephone Number: (505) 629-8351

Requesting Department: City of Santa Fe, Public Utilities Department, Wastewater Management Division

Attesting to the facts herein:

Department Director: John Dupuis
Telephone Number: (505) 955-6432
John Dupuis (Apr 21, 2023 19:18 MDT)

Apr 21, 2023

Description:

II. Name of Contractor: Carollo Engineers
Address of Contractor: 2795 Mitchell Drive
Walnut Creek, California 94598

RMCI, Inc.
P. O. Box 91447
Albuquerque, NM 87199

Sub Surface Contracting, Inc.
27A Paseo De River
Santa Fe, NM 87507

Amount of prospective contract:
Carollo Engineers - \$37,801
RMCI, Inc. - \$59,457.12
Sub Surface Contracting, Inc. - \$46,725.46

Term of prospective contract:
Carollo Engineers - One Month
RMCI, Inc. - Three Months
Sub Surface Contracting, Inc. - Completion by 4/22/23

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

The Wastewater Management Division is seeking Operational Consulting services to address an emergency at the Paseo Real Wastewater Reclamation Facility. The facility is experiencing excessive solids, described as “pin floc,” in the secondary effluent discharged to the disc filters. This pin floc overloads the disc filters and passes through to the UV disinfection facilities where its presence in the effluent results in “shading,” by blocking UV radiation to coliforms located with these pin flocs. This results in permit exceedances for both total suspended solids and fecal coliforms and E. coli. Elevated levels of coliforms in the effluent risk public health and safety for downstream users of the Santa Fe River, as well as prohibiting the distribution of non-potable reuse water to contracted customers.

The scope of work for providing these services include:

- A review of the existing conditions and operational records, including process control testing at the PRWRF.
- Draw samples to examine the efficiency of individual treatment units.
- A review of the existing equipment and treatment process at the PRWRF.
- A microscopic examination of the biota in the two aerated oxidation ditches.
- Provide findings and recommendations for adjusting,

Additionally, the Wastewater Management Division would like to immediately proceed with the installation of the scum trough repairs to Final Clarifiers # 5 & 6, so that these two clarifiers, out of a total of six, can be returned to service. Bringing these clarifiers back on-line will increase the total final clarifier capacity by 50% this should help in solids settling prior to tertiary filtration and disinfection. The division has a price quote from RMCI, Inc. to complete the work on Clarifiers 5 & 6 for \$59,457.12, including NMGRT (attached).

Also, Sub Surface Contracting, Inc. Was engaged to install an access to the BDD raw water withdrawal pipeline to allow the Mary Sanchez golf course to be irrigated with raw water during the period when the PRWRF can not provide reuse water for irrigation.

IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

The Wastewater Management Division is seeking operational consulting and construction services to address persistent treatment issues at the Paseo Real Wastewater Reclamation Facility. The facility is experiencing excessive solids, described as “pin floc,” in the secondary effluent discharged to the disc filters. This pin floc overloads the disc filters and passes through to the UV disinfection facilities where its presence in the effluent results in “shading,” by blocking UV radiation to coliforms located with these pin flocs. This results in permit exceedances for total suspended solids, fecal coliforms, and E. coli. Elevated levels of coliforms in the effluent risk public health and safety for

downstream users of the Santa Fe River, as well as prohibiting the distribution of non-potable reuse water to contracted customers.

Without a water source to irrigate the golf course, the greens and fairways could experience severe damage.

- V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

The Wastewater Management Division staff is wasting additional solids from the aeration basins to reduce the solids inventory in the basins to reduce the solids loading to the four operating final clarifiers. They are requesting a contract to complete the required repairs to the two clarifiers that are out of service to increase clarifier capacity and reduce loading. They have drained and cleaned the post-aeration basin to eliminate it as a source of effluent contamination due to the accumulation of solids and coliforms in the basin. The Consulting will last only long enough for Carollo to develop recommendations for operational changes or equipment repairs that will increase treatment efficiency. Construction efforts will only last until the specific task is completed.

- VI. Describe what measures the Department/Division will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.

The Wastewater Management Division will implement the recommendations developed by the operational consultant and continue to implement the operational procedures developed by the consultant when the staff observes the formation of similar conditions. The emergency acquisition of these services will provide staff with additional tools to address similar conditions, thereby avoiding future similar emergency acquisitions. It will also add capacity for final clarification and reduce the solids loading to the individual clarifiers. The Division has submitted an On-Call Construction ITB to finance, which should be advertised before the end of the fiscal year. The resultant contract will provide solutions to address this area proactively.

Certified by:

Date: Apr 21, 2023

*Travis Dutton-Leyda*

Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer

City of Santa Fe Approval by:

Date: Apr 21, 2023

*Emily K. Oster*

Emily K. Oster (Apr 21, 2023 18:29 MDT)

Emily Oster, Finance Director - City of Santa Fe Chief Financial Officer

Date: Apr 21, 2023

*Alan M. Webber*

Mayor Alan M. Webber or City Manager John Blair

CITY ATTORNEY'S OFFICE:

*Erin McSherry*

Erin McSherry, City Attorney

CITY OF SANTA FE PRWRF PATHOGEN COMPLIANCE SUPPORT - PHASE 1 Estimated Effort and Fee   April 2023		CAROLLO DIRECT LABOR											CAROLLO DIRECT EXPENSES			TOTAL COST (EXCL. NMGRT)	
LINE	DESCRIPTION	SENIOR SPEC'LST (Hours)	SENIOR PROF (Hours)	LEAD PROJECT PROF (Hours)	PROJECT PROF (Hours)	PROF (Hours)	ASST PROF II (Hours)	ASST PROF I (Hours)	SENIOR TECH (Hours)	TECH (Hours)	DOC PRO & CLER (Hours)	TOTAL LABOR HOURS	TOTAL LABOR COSTS	TRAVEL & OTHER DIRECT COSTS	PECE ON CAROLLO DL Hrs		TOTAL ODC's
		\$260	\$239	\$212	\$192	\$176	\$152	\$143	\$179	\$144	\$104				\$13.00		
<b>Task 1 Project Management</b>																	
1.1	Project Management	8										8	\$2,080	\$0	\$104	\$104	\$2,184
	<i>subtotal: hours</i>	8	0	0	0	0	0	0	0	0	0	8					
	<i>SUBTOTAL: COSTS</i>	\$2,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$2,080	\$0	\$104	\$104	\$2,184
<b>Task 2 Pathogen Compliance Support Phase 1</b>																	
2.1	Onsite Support - Initial Assessment	32										32	\$8,320	\$2,500	\$416	\$2,916	\$11,236
2.2	Sampling and Analysis					8						8	\$1,408	\$3,000	\$104	\$3,104	\$4,512
2.3	Continuing Support as directed	40				32						72	\$16,032	\$0	\$936	\$936	\$16,968
	<i>subtotal: hours</i>	72	0	0	0	40	0	0	0	0	0	112					
	<i>SUBTOTAL: COSTS</i>	\$18,720	\$0	\$0	\$0	\$7,040	\$0	\$0	\$0	\$0	\$0		\$25,760	\$5,500	\$1,456	\$6,956	\$32,716
<b>TOTAL SERVICES: LABOR HOURS</b>		80	0	0	0	40	0	0	0	0	0	120					
<b>TOTAL COST OF SERVICES (EXCLUDING NMGRT)</b>		\$20,800	\$0	\$0	\$0	\$7,040	\$0	\$0	\$0	\$0	\$0		\$27,840	\$5,500	\$1,560	\$7,060	\$34,900
<b>NMGRT at 0.083125</b>																	\$2,901
<b>TOTAL COST OF SERVICES (INCLUDING NMGRT)</b>																	\$37,801

April 5, 2023

City of Santa Fe  
73 Paseo Real  
Santa Fe, NM 87507

Attn: P. Fred Heerbrandt,

RE: PASEO REAL WASTEWATER PLANT  
SANTA FE, NM  
SKIMMER PIPE REHABILITATION FOR SECONDARY CLARIFIERS NO. 5 & 6

Dear Mr. Heerbrandt:

RMCI appreciates the opportunity to put together pricing for the rehabilitation of the 16" Diameter Skimmer Pipes located in Secondary Clarifier No. 5 & No. 6. It is our understanding that the materials will be supplied by the City of Santa Fe Wastewater division. These materials are all inclusive and will provide all of the materials needed for the items being replaced. The items being replaced are highlighted in yellow per the attachment. Please note we anticipate this work to take two weeks for a total of ten (10) working days or fourteen (14) calendar days.

RMCI proposes to perform this work for a total of Fifty-Nine Thousand Four Hundred Fifty Seven Dollars and Twelve Cents (\$59,457.12) including 8.3125% New Mexico Gross Receipts Tax. RMCI excludes any work outside of the Secondary Clarifier No. 5 and No. 6 Skimmer pipes that is not related to the highlighted items in the attached drawing. RMCI has excluded providing a Bond.

Please don't hesitate to contact this office if you have any questions or need additional information.

Sincerely,



Samuel Wallick  
Project Manager

Enclosures: Evoqua Contract No.: 43499-02 (7 page)  
Highlighted Siemens Sheet (1 page)

Proposal For: CITY OF SANTA FE  
 Ben Sandoval  
 200 LINCOLN AVE  
 SANTA FE, NM 87501-1904  
 Phone: 5059554632  
 bsandoval@santafem.gov

 James Moore  
 Evoqua Water Technologies  
 N19W23993 Ridgeview Pkwy, Suite 200  
 Waukesha, WI 53188  
 Phone: 262-521-8368  
 james.a.moore@evoqua.com

## Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext. Price
1	<b>W3T16105</b> 43499-206-100 roller support assy Reference #: HPOS	2 EA	\$3,734.42	\$7,468.84
2	<b>W3T187044</b> SUPPORT END-OPEN,WGSP,16"DIA, A53 Reference #: 503-82075-83	2 EA	\$1,250.61	\$2,501.22
3	<b>W2T117917</b> SCREW-CAP,HEX HD,.500UNC X 2.00",SS316 Reference #: 841-09421	6 EA	\$1.85	\$11.10
4	<b>W2T117919</b> NUT,LOCK 0.500UNC SS 316SS Reference #: 841-20944	6 EA	\$0.66	\$3.96
5	<b>W2T118921</b> SCREW-CAP,HEX HD,.500UNC X 2.50",SS316 Reference #: 841-09491	2 EA	\$3.28	\$6.56
6	<b>W2T118852</b> NUT,JAM 0.500UNC SS F594 316SS Reference #: 841-20985	2 EA	\$0.45	\$0.90
7	<b>W2T122824</b> SCREW-CAP,HEX HD,.625UNC X 1.50",SS316 Reference #: 841-09951	4 EA	\$2.49	\$9.96
8	<b>W2T117616</b> NUT,HEX 0.625UNC SS F594 316SS Reference #: 841-20305	4 EA	\$1.12	\$4.48
9	<b>W2T118929</b> WASHER,FLT 0.625"DIA 1.75" OD 316SS; Reference #: 841-21991	4 EA	\$0.44	\$1.76
10	<b>W3T18288</b> LUG-HOLDING,.87"OD,.531"ID,.87"LG,A36 Reference #: 103-51396-1	6 EA	\$125.14	\$750.84

11	<b>W3T16105</b> 43499-209-100 handwheel assy HDG Reference #: HPOS	2 EA	\$4,628.79	\$9,257.58
12	<b>W3T16105</b> 43499-205-100 drive support HDG Reference #: HPOS	1 EA	\$760.62	\$760.62
13	<b>W3T16105</b> 43499-205-101 drive support HDG Reference #: HPOS	1 EA	\$932.84	\$932.84
14	<b>W3T16105</b> 43499-213-100 lift stem HDG Reference #: HPOS	2 EA	\$726.05	\$1,452.10
15	<b>W3T16105</b> 43499-214-100 wall bracket HDG Reference #: HPOS	1 EA	\$426.95	\$426.95
16	<b>W3T187072</b> SUPPORT-END, SCUM PIPE, 16"DIA., DRIVE END, Reference #: 603-81384-80	2 EA	\$14,401.14	\$28,802.28
17	<b>W3T203783</b> WALL SEAL-SCUM PIPE, 16", PLYWOOD Reference #: 103-164-4	2 EA	\$306.68	\$613.36
18	<b>W3T203784</b> WALL SEAL-SCUM PIPE-DRIVE END, 16", PLYWD Reference #: 103-164-9	1 EA	\$306.68	\$306.68
19	<b>W3T22201</b> SEAL-PIPE, 16"Ø S/P, OIL RESISTANT, BUNA-N Reference #: 603-20531-5	3 EA	\$213.11	\$639.33
20	<b>W3T20799</b> COLLAR-SET, SCUM PIPE, 16"DIA., A36 Reference #: 503-2704-84	4 EA	\$220.90	\$883.60
21	<b>W2T313576</b> SCREW-CAP, HEX HD, .375UNC X 1.50", SS316 Reference #: 841-08766	4 EA	\$0.73	\$2.92
22	<b>W2T120824</b> NUT, HEX 0.375UNC SS F594 316SS Reference #: 841-20125	4 EA	\$0.36	\$1.44

Currency: USD

 Item(s) Subtotal: **\$54,839.32**



Shipping and Handling Charges:	<b>\$1,480.00</b>
<b>Total Net Price:</b>	<b>\$56,319.32</b>

**Proposal Notes**

lead time is 18-22 weeks ARO

**Material Escalation**

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 334.957 for March 2022. If the MMPI exceeds 341.656 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 341.656.

**Please provide tax exempt certificate with purchase order.**

Our Manufacturer Rep in your area is:

Representative:	Nick Lucas
Company:	MISCOWATER INTERMOUNTAIN
List Address:	651 Corporate Circle, Suite 100 Golden, CO, 80401
Phone:	(303) 309-6150
Email:	nlucas@miscowater.com

## Payment Terms and Delivery

### PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

### Shipping Information

- Prepaid and Add: Shipping and Handling Charge

### Terms

- This quote is valid until 06-24-2022
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

#### Sales Tax & GST:

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- **NOTE:** Effective May 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
  - Fax to:
  - or Email to: james.a.moore@evoqua.com
- You may also mail to:
  - Evoqua Water Technologies
  - N19W23993 Ridgeview Pkwy, Suite 200
  - Waukesha, WI 53188

**Evoqua Water Technologies Banking Details**

**ACH - CTX**

**Evoqua's preferred payment method is via ACH - CTX:**

JP Morgan Chase Bank  
Attn: Evoqua Water Technologies, LLC  
Account #: 603148011  
Swift Code: CHASUS33  
ACH Routing / ABA: **044000037**  
Wire Routing / ABA: **021000021**  
Remittance details should go to: **electronicfunds@evoqua.com**

**Paper checks via Postal Service**

**Paper checks via Postal Service:**

Send to our Lockbox, address is:  
Evoqua Water Technologies LLC  
28563 Network Place  
Chicago, IL 60673-1285

**Paper checks via Overnight / Courier**

**Paper checks via Overnight / Courier:**

JP Morgan Chase Bank  
Attn: Evoqua Water Technologies Lockbox 28563  
131 S Dearborn, 6th Floor  
Chicago, IL 60603  
Remittance details should go to: **electronicfunds@evoqua.com**

**\*\* If ever instructed to change banking information, contact us immediately at 1-800-466-7873 \*\***

**Standard Terms of Sale**

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days of invoice date. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "**Force Majeure Event**" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

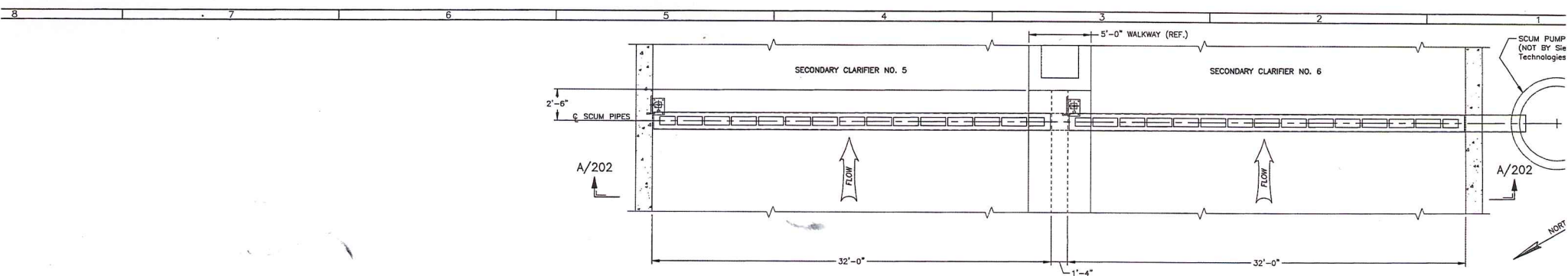
10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators* who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. *The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision* of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: \_\_\_\_\_

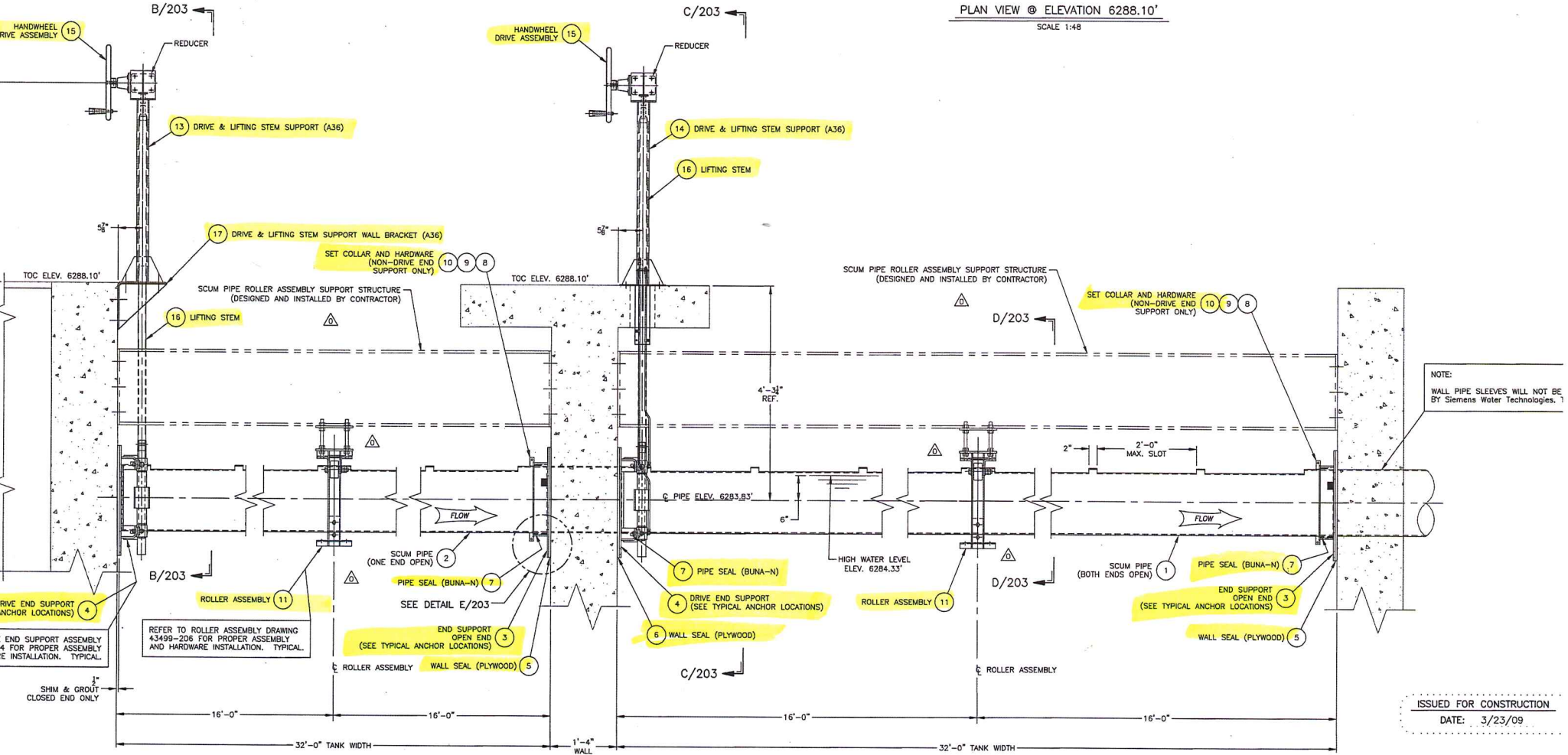
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PLAN VIEW @ ELEVATION 6288.10'  
SCALE 1:48



SECTION A/202

DIMENSIONS IN INCHES UNLESS SPECIFIED TOLERANCES UNLESS OTHERWISE SPECIFIED TWO (2) PLACE DEC. 0.06 THREE (3) PLACE DEC. 0.005 ANGULAR 0.50° STRUCTURAL DIMENSIONS ± 1/16 FINISHED SURFACES 320/	COMPANY CONFIDENTIAL THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF SIEMENS AND/OR ITS AFFILIATES. THE DESIGN CONCEPTS AND INFORMATION CONTAINED HEREIN ARE PROPRIETARY TO SIEMENS AND ARE SUBMITTED BY CONTRACTOR. THEY ARE NOT TRANSFERABLE AND MUST BE USED ONLY FOR THE PURPOSES FOR WHICH THE DOCUMENT IS EXPRESSLY ISSUED. THEY MUST NOT BE DISCLOSED, REPRODUCED, LOANED OR USED BY ANY OTHER PERSON OR ENTITY WITHOUT THE EXPRESS WRITTEN CONSENT OF SIEMENS. IN NO EVENT SHALL SIEMENS BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING ALL PAST, PRESENT AND FUTURE, ARISING FROM OR OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE DELIVERY OF THIS DOCUMENT CONSTITUTES ACCEPTANCE BY CONTRACTOR OF THE TERMS AND CONDITIONS OF THE AGREEMENT TO THESE TERMS AND CONDITIONS.	DESIGNER JRM DATE 8/6/08 CHECKER MARSH DATE 8/6/08 ENGINEER DJJ DATE 8/15/08 MANAGER DJJ DATE 8/15/08 SCALE 1:12	TITLE GENERAL ARRANGEMENT - PLAN & SECT FOR TWO (2) 16" DIA. SKIMMER PIPES (WORM GEAR - MANUAL) CUST.: RMCI INC GENERAL CONTRACTORS LOC.: SANTA FE, NM WWTP ENG.: HDR ENGINEERING INC Water Technologies WALKESHA, WI 262-547-0141 PROJECT 43499-02 CODE 4012C DRAWING 43499-202
0 REVISED ROLLER ASSEMBLY SUPPORT, ADDED ISSUED FOR CONST. STAMP, COMPLETED ENGINEERING DATE 3/23/09 DWN JRM CHD MARSH APVD DJJ ECH	03/24/2009 - 7:45 AM BAR = 1" AT PLOT SCALE	INTL REF: X:\ACAD Drawings\Contracts\43xxx\43499\0200\0202.dwg 03/24/2009 - 7:45 AM	ISSUED FOR CONSTRUCTION DATE: 3/23/09

# SUB SURFACE CONTRACTING, INC.

27A PASEO DE RIVER  
 SANTA FE, NM 87507  
 Phone (505) 473-1000  
 Fax (505) 473-1307

## Work Order 1 Time and Material Report

Company: Subsurface Contracting Requested by: City Water Department Date 21-Apr 23  
 Location: Las Campanas Dr

Description:	MATERIAL			Total
	Qty.	Description	Rate	Cost
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			<b>Total</b>	\$0.00

LABOR										
Date	S	M	T	W	T	F	S	Total Hours	Rate	Total Cost
F								0.00	\$70.00	\$0.00
L								0.00	\$58.00	\$0.00
L								0.00	\$43.00	\$0.00
L								0.00	\$43.00	\$0.00
O								0.00	\$43.00	\$0.00
L								0.00	\$43.00	\$0.00
L								0.00	\$43.00	\$0.00
								0.00		\$0.00
<b>Total Labor</b>										\$0.00

EQUIPMENT											
Unit #	Date	S	M	T	W	T	F	S	Total Hours	Rate	Total Cost
									0.00		\$0.00
									0.00		\$0.00
									0.00		\$0.00
									0.00	\$0.00	\$0.00
									0.00		\$0.00
									0.00		\$0.00
									0.00		\$0.00
									0.00		\$0.00
<b>Total Equipment</b>										\$0.00	

Contractor Rep.	SUB Total		\$43,139.49
Company Rep : Jeremy Sanderson	Overhead, Profit, Ins.	10%	\$0.00
Title	Sub Total		\$43,139.49
		8.3125%	\$3,585.97
	<b>Grand Total</b>		\$46,725.46





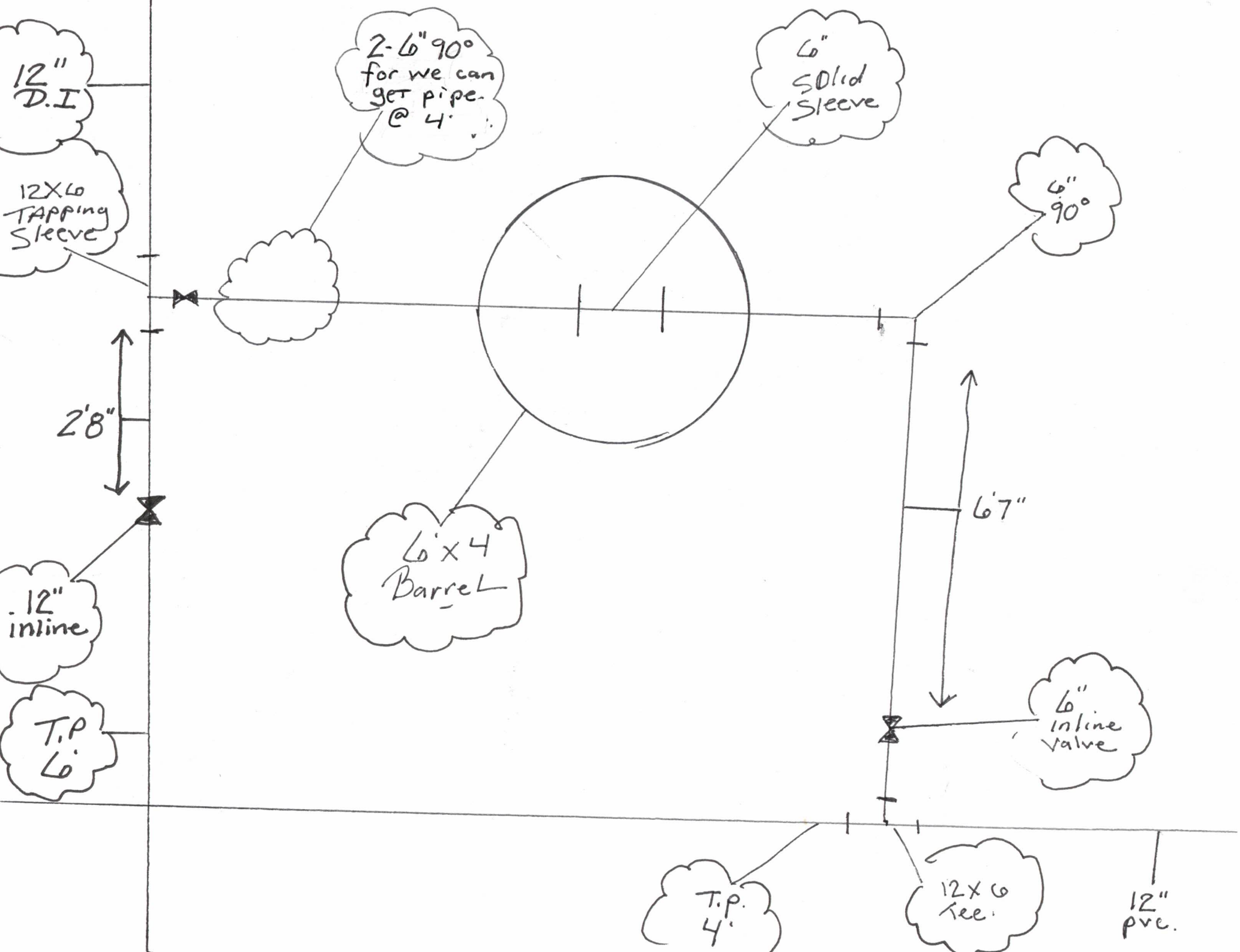












12" D.I.

12x6 TAPPING Sleeve

2-6" 90° for we can get pipe @ 4'

6" SOLID Sleeve

6" 90°

2'8"

6'7"

12" inline

6"x4 Barrel

T.P. 6"

6" inline Valve

T.P. 4'

12x6 Tee

12" pvc.