



Amendment Purchasing Memo for Western Oilfields Supply Co.

Date: November 7, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Michael Dozier, Wastewater Management Division Director, Public Utilities Department

Via: Jesse Roach, Interim Public Utilities Director Jesse Roach
Jesse Roach (Nov 10, 2025 13:00:34 MST)

Subject: Amendment to Rental Contract for Western Oilfields Supply Co.

Vendor Name: Western Oilfields Supply Co. (dba. Rain for Rent)

Munis Vendor Number: 8362

ITEM AND ISSUE:

The Public Utilities Department, Wastewater Management Division respectfully requests your review and approval of Amendment #1 to Munis Contract #3204709 (Item 24-0351) with Western Oilfields Supply Co. (dba. Rain for Rent) for continued rental of 4 new disc-filters for 24 months (26 rental cycles) starting on June 1, 2025. Amendment #1 increases the amount of compensation by \$2,909,100.12 for a total compensation of \$3,909,100.12, including tax, for the term ending on May 31, 2027.

1. Approval of a Budget Adjustment Resolution (BAR) in the amount of \$2,909,101 from the Wastewater Enterprise Fund to WIP Construction.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204709.

BACKGROUND AND SUMMARY:

In reference to the Paseo Real Water Reclamation Facility Administrative Order Emergency Project, the Public Utilities Department has submitted an Emergency Determination Form for emergency procurement to implement a comprehensive plan that provides interim corrective measures and for the long-term success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) necessary to ensure compliance with NPDES and Discharge Permits within the shortest possible time. The referenced Administrative Order (AO), which the City received on March 6th, 2024 from the U.S. Environmental Protection Agency (EPA) Region 6 and amended July 10, 2024 (CWA-06-2024-1765), is attached and requires within 30 days the submission of the comprehensive written plan for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

On May 31, 2024, the contract was completed with the vendor, and two purchase orders (FY24-22406240, FY25-22501213) were placed for an ultimately inferior set of three filters and a pump. Close to the end of FY25, these filters and pump were replaced with four better filters and a more powerful pump. As of now, the vendor **has the rental equipment in place** to provide pump and filtration equipment for max flows of 5mgd at final clarification. With continued rental from the vendor, we are maintaining PRWRF's compliance to eliminate or minimize the

associated risks to public health and safety associated with the non-compliant discharge. Once the permanent onsite filtration units (disc and sand filters) have been repaired, the rentals can be discontinued.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WW Management/500

Munis Org Name/Number: Wastewater-Capital Projects-5000375

Munis Object Name/Number: WIP Const/572970

Budget Officer / Designee: Andy Hopkins **Date:** 11/12/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

The United States Environmental Protection Agency (EPA) has issued an Administrative Order (AO) issued to the City of Santa Fe for violations of the Clean Water Act (CWA) (33 U.S.C. §§ 1251-1387). The violations were identified during a review of the permit file and discharge monitoring reports submitted for the Paseo Real Wastewater Reclamation Facility. The violations alleged are for failure to meet permit effluent limitations. This AO does not assess a monetary penalty; however, it does require compliance with applicable federal regulations.

Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission (WQCC) regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA. To facilitate the most efficient response to these regulators, the City requires emergency procurement to develop a plan and to implement that plan to bring the Paseo Real Wastewater Reclamation Facility into compliance as soon as is feasible to do so.

Chief Procurement Officer (CPO)/Designee: JorAnn Lovato Montano **Date:** 11/18/2025

CPO Comment/Exceptions: City is currently working on a long term solution for this issue.

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Treasury/Point of Sale Components included? Yes | No

Vehicles included? Yes | No

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Is this an externally funded purchase? Yes | No

Is this a Capital Asset or Project? Yes | No

ATTACHMENTS:

Vendor's Quote

Certificate of Liability Insurance (COI)

Original contract packet (with previous contract amendments)

**CITY OF SANTA FE
AMENDMENT No. 1 TO CONTRACT # 3204709
ITEM# 24-0351**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE 3204709 CONTRACT, dated MAY 31, 2024, between the City of Santa Fe (the "City") and WESTERN OIL FIELDS SUPPLY COMPANY dba RAIN FOR RENT. The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide Pumping and filtration equipment for max flows of 5 million gallons per day.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

3. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$ 2,909,100.12 so that Article 3 reads as follows:

The City shall pay the Contractor based upon fixed prices for each deliverable item as listed here:

PROJECT COSTS

Estimated Rental Total:	\$21,159.93
Estimated Environmental Recovery Fees:	\$687.70
Total Estimated Recurring Charges:	\$21,847.63 x 13.03 cycles
ESTIMATED YEARLY RENTAL COSTS:	\$284,799.46

PROJECT COSTS

Estimated Sale Total:	\$9,479.40
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SERVICES

Estimated Delivery:	\$14,818.04
Estimated Installation:	\$13,883.00
Estimated Removal:	\$8,018.00
Estimated Pickup:	\$2,618.04
Rental Protection Plan (per rental cycle):	\$3,174.00

One rental cycle is 28 days.

NEW PROPOSAL: 1101-IND-2158953-001, attached as Attachment B, dated 8/7/2025
states:

Scope Changes:

RENTAL

An additional 24 months (26 rental cycles) of rental for the disc filtration system.
Adjustments made to correct equipment quantity installed on site (based on 8/7/25
assessment).

SERVICES

(24) Visits (monthly) Rain for Rent mechanic onsite for routine maintenance on the pump,
perform system check.
Removal costs included in Change Order.

RENTAL & SALE ITEMS

System Rental – Equipment on site as of 07/25	\$103,057.91 x 26.000000 cycles
Rental Subtotal	\$2,679,505.66

T&M SERVICES – PROJECTED COSTS

Remove	\$30,500.00
Pickup	\$23,579.12
Service – Manufacturer Rep to Visit Site (2/year)	\$12,496.00
Service – Pump Maintenance Mechanic – Routine (monthly)	\$44,482.56
Estimated Environmental Recovery Fees	\$87,083.93

GRAND TOTAL

\$2,877,647.27

NEW PROPOSAL: 1101-IND-2158953-003, attached as Attachment C, dated 9/2/2025
states:

Scope Changes:

Increase the requested amount to cover sale tax for labor completed on site.

RENTAL & SALE ITEMS

Remove:	\$30,500.00
Pickup:	\$23,579.12
Service – Manufacturer Rep to Visit Site	\$12,496.00
Service – Pump Maintenance – Mechanic	\$44,482.56
TOTAL SERVICE LABOR COST	\$111,057.68

GRAND TOTAL

New Mexico Gross Receipts Tax on Labor at 8.1875%	\$9,092.85
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NEW PROPOSAL: 1101-IND-2187024, attached as Attachment D, dated 9/2/2025
states:

PROJECT DESCRIPTION

Heat trace and concrete blanket are sale items, installation of the system per the Statement of Work.

PROJECT OVERVIEW

Winterize (4) existing disc filters

(20) Concrete blankets 6'x25'

Exterior rated tape to secure concrete blankets

(4) Heat trace units - utilizing existing electrical onsite

(Hardwiring of heat trace to be completed by electrician provided by the City of Santa Fe)

PROJECT COSTS

Estimated Sales Total	\$7,528.00
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SERVICES

Estimated Installation	\$14,832.00
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GRAND TOTAL

\$22,360.00

The total compensation under this Contract shall be three million nine hundred nine thousand one hundred dollars and twelve cents (\$3,909,100.12) including New Mexico gross receipts tax. The City agrees to pay applicable gross receipts tax on labor which shall be listed on Contractor's invoice as a separate line item.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

ALAN WEBBER, CITY MAYOR



Paul Harrington (Oct 22, 2025 20:27:22 CDT)
TAMMY HARLESTON, CONTRACTS MANAGER

DATE: _____

Oct 22, 2025
DATE: _____
CRS# _____

ATTEST:

Registration # _____

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:



Marcos Martínez (Oct 27, 2025 07:41:49 MDT)
MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY K. OSTER, FINANCE DIRECTOR



ATTACHMENT B

CHANGE ORDER – AMENDMENT TO ORIGINAL CONTRACT

Proposal #	1101-IND-2158953-001	Date Prepared	8/7/2025
Est. Delivery Date	9/1/2025	Est. Completion Date	8/31/2027
Project Name	City of Santa Fe - Disc Filters	Jobsite	City of Santa Fe WWTP

Project Location
73 Paseo Real Santa Fe, NM, 87507

Scope Changes:

Rental

An additional 24 months (26 rental cycles) of rental for the disc filtration system.
Adjustments made to correct equipment quantity installed on site (based on 8/7/25 assessment).

Services

(24) Visits (monthly) Rain for Rent mechanic onsite for routine maintenance on the pump, perform system check.
Removal costs included in Change Order.

RENTAL & SALE ITEMS					
Description	Quantity	Rate	Period	Duration	Extension
System Rental - Equipment on site as of 07/25	1	\$103,057.91	Cycle	26	\$2,679,505.66
Rental Subtotal					\$2,679,505.66

T&M SERVICES – PROJECTED COSTS	
Description	Extension
REMOVE	\$30,500.00
PICKUP	\$23,579.12
SERVICE - MANUFACTURER REP TO VISIT SITE - (2) TIMES A YEAR	\$12,496.00
SERVICE - PUMP MAINTENACE - MECHANIC - ROUTINE MAINTANCE - MONTHLY	\$44,482.56
Estimated Environmental Recovery Fees	\$87,083.93

Grand Total: \$2,877,647.27

Except where specifically amended in this document, original contract Terms and Conditions apply. A signature on this document is required prior to Rain for Rent commencing with changed work. This Document is produced in the field due to project urgency. As a detailed estimate cannot be provided with current time constraints, Rain for Rent is authorized hereby to proceed on a Time and Materials basis. A more detailed Change Order estimate can be provided if the customer's schedule permits.

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name

Customer Signature

Date

Created Date: 8/7/2025



Rain For Rent
Sales Rep: Scott Lee

CITY OF SANTA FE MUNICIPALITY
Account: 143425
PO BOX 909
Santa Fe, NM, 87504

ATTACHMENT C

CHANGE ORDER – AMENDMENT TO ORIGINAL CONTRACT

Proposal #	1101-IND-2158953-003	Date Prepared	9/24/2025
Est. Delivery Date	11/30/2025	Est. Completion Date	12/15/2025
Project Name	City of Santa Fe - Disc Filters	Jobsite	City of Santa Fe WWTP

Project Location
73 Paseo Real Santa Fe, NM, 87507

Scope Changes:

Increase the requested amount to cover sale tax for labor completed on site.

Remove:	\$30,500.00
Pickup:	\$23,579.12
Service – Manufacturer Rep to Visit Site	\$12,496.00
Service – Pump Maintenance – Mechanic	\$44,482.56
TOTAL SERVICE LABOR COST	\$111,057.68
NM Gross Receipts Tax on Labor (8.1875%)	\$9,092.85

RENTAL & SALE ITEMS					
Description	Quantity	Rate	Period	Duration	Extension
- SALES TAX	1	\$9,092.85	Sale		\$9,092.85
Sale Subtotal					\$9,092.85

Grand Total: \$9,092.85

Except where specifically amended in this document, original contract Terms and Conditions apply. A signature on this document is required prior to Rain for Rent commencing with changed work. This Document is produced in the field due to project urgency. As a detailed estimate cannot be provided with current time constraints, Rain for Rent is authorized hereby to proceed on a Time and Materials basis. A more detailed Change Order estimate can be provided if the customer's schedule permits.

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_____	_____	_____
Customer Name	Customer Signature	Date
		Created Date: 9/2/2025



Rain For Rent
2495 Lakeside Dr
Las Cruces, NM, 88007
575-524-0879
rainforrent.com
slee@rainforrent.com

CITY OF SANTA FE MUNICIPALITY
Account: 143425
PO BOX 909
Santa Fe, NM, 87504

ATTACHMENT D

Dear ,

Thank you for your inquiry. As requested, please find attached our proposal 1101-IND-2187024 for Winterize - Aqua Disc Filters. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Scott Lee at 575-524-0879.

Thank you, and I look forward to working with you.

Regards,

Scott Lee
slee@rainforrent.com
Mobile: 505-436-0920
Branch: 575-524-0879
2495 Lakeside Dr
Las Cruces, NM, 88007



Project Name	Winterize - Aqua Disc Filters	Jobsite	Winterize - Aqua Disc Filters
Date Prepared	9/2/2025	Est. Delivery Date	9/29/2025
Prevailing Wage	No	Est. Completion Date	9/30/2025

Project Location
73 Paseo Real Santa Fe, NM, 87507

Project Description and Overview

PROJECT DESCRIPTION

Heat trace and concrete blanket are sale items, installation of the system per the Statement of Work.

PROJECT OVERVIEW

- Winterize (4) existing disc filters
- (20) Concrete blankets 6'x25'
- Exterior rated tape to secure concrete blankets
- (4) Heat trace units - utilizing existing electrical onsite
- (Hardwiring of heat trace to be completed by electrician provided by the City of Santa Fe)

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following:
Installation of heat trace and concrete blankets, these items are sold to the customer at time of installation.

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:
Job Walk - Scott Lee - Leroy Alvarado

Customer Responsibilities

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:

Customer is responsible for:

1. Electrical service and connection to each of the heat trace system.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.
5. Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

System:

1. Customer will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance,



- relocating, cleaning, and reloading of provided equipment/system.
2. If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): <https://rainforrentcorp.box.com/v/systemtransferoperation>
 3. Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. <https://rainforrentcorp.box.com/v/pumpmaintenance>
 4. Customer will supply all needed water for the commissioning, startup, and system testing. Project-specific criteria for hydrotesting can be provided at an additional charge.
 5. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.

Customer is responsible for:

1. Any work in confined spaces.
2. Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR is providing the necessary freeze protection, but the customer is responsible to operate the system and provide the power required. Equipment stays on rent until it can be returned.
3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.

Upon Pickup:

Contact the RFR office at (505) 524-0879 to schedule pickup when equipment/system is cleaned and ready to be released.

Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent. RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 7 days prior to delivery.

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may apply subject to mutually agreed upon change order.

Billing

1. Delivery and first week's labor will be billed at the end of the first week of installation, supported by signed daily work tickets. Any additional labor will be billed weekly supported by signed day tickets.
2. Delivery and labor for this project will be billed upon completion of the installation.
3. This is an estimate only. Actual Time and Material used for this job will be billed to the customer.

Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement.

A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day.

Deposits may be required. All sales are final upon RFR's acceptance of the order. Sales may be subject to lead time from manufacturer. Final depository amounts, payment terms, and any interim payment requirements will be at the discretion of Seller upon acceptance of order. All sales are final upon RFR's acceptance of the order. Sales may be subject to lead time from manufacturer.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service.

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.



Rain For Rent
Sales Rep: Scott Lee

CITY OF SANTA FE MUNICIPALITY
Account: 143425
Proposal: 1101-IND-2187024

Liquid Ingenuity®

PROJECT COSTS	
Estimated Sale Total	\$7,528.00
SERVICES	
Estimated Installation	\$14,832.00
GRAND TOTAL	\$22,360.00

-Estimated costs do not include taxes
-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name
Customer Signature
Date

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number: _____

Created Date: 9/2/2025





Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. Rain for Rent applies a processing fee on credit card transactions. The processing fee amount does not exceed our cost of accepting credit cards as required by the card brands. To avoid this fee, choose an alternative payment method (e.g. ACH). A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel>. An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at 400 hours of runtime or as required by manufacturer specifications, if less than 400 hours. Labor will be billed on a time and materials basis, portal to portal from nearest Rain for Rent location. Prorated billing will occur if rental is returned prior to 400 hours. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warrants the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. The prices quoted herein are based on the tariffs, duties, and import/export regulations in effect as of the date of this quotation. If, at any time after the issuance of this Quotation, there is any change in applicable tariffs, duties, taxes, surcharges, or other government-imposed costs, Rain for Rent reserves the right to adjust the quoted prices accordingly. Rain for Rent is not liable for delays caused by changes in tariffs, duties, and import/export regulations. Please be assured every effort will be made to execute the quote as written.

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 Public Utilities/Wastewater				DATE 11/7/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>
Wastewater capital projects/WIP Construction	5000375	572970	WWM245002	\$ 2,909,101	
REVENUES				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>
JUSTIFICATION: <i>{use additional page if needed}</i> --Attach supporting documentation/memo				\$ 2,909,101	\$ -
To increase account 572970 for RAIN FOR RENT. Plese see memo for detail and please add RAIN4RENT for posting of BAR				<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
				Fund Balance	
				Fund(s) Affected	Increase/(Decrease)
				500	(2,909,101)
				TOTAL:	(2,909,101)
Linda MacAllister	11/7/2025	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>		<i>Andy Hopkins</i>	11/12/2025
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL		Budget Officer	Date
		City Council			
Division Director Signature <i>{optional}</i>	Date	Approval Date		Finance Director <i>{≤ \$5,000}</i>	Date
		Agenda Item #:			
Department Director Signature	Date	City Manager <i>{≤ \$60,000}</i>			Date

**City of Santa Fe
Emergency Determination Form**



The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, **City of Santa Fe**

Department Director: John Dupuis

Department Contact: P. Fred Heerbrandt, P.E.

Department Telephone Number: 505-955-4623

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. A. **Name of Contractor: AquaSight**

Address of Contractor: 1650 W. Big Beaver Rd., Troy MI 48084

Amount of prospective contract: \$350,000.00

Term of prospective contract: Three years

B. **Name of Contractor: Great Western Electrical**

Address of Contractor: 3310 Girard NE, Albuquerque, nm 87107

Amount of prospective contract: \$155,690.08

Term of prospective contract: One year

C. Name of Contractor: Carollo Engineers, Inc.

Address of Contractor: P. O. Box 30835, Salt Lake City, UT 84130-0835

Amount of prospective contract: \$80,000.00

Term of prospective contract: One year

D. Name of Contractor: ITSQUEST Staffing

Address of Contractor: 1012 Marquez Pl Ste 301B, Santa Fe, NM 87505

Amount of prospective contract: \$264,463.70

Term of prospective contract: One year and two months

E. Name of Contractor: Hazen and Sawyer

Address of Contractor: 100 Sun Ave. NE, Suite 206, Albuquerque, NM 87109

Amount of prospective contract: \$2,718,000.00

Term of prospective contract: 2.5 years

F. Name of Contractor: A.A.C. Construction, LLC

Address of Contractor: 18 La Luna Rd, Santa Fe, NM 57507

Amount of prospective contract: \$2,465,837.04

Term of prospective contract: Two Years

G. Name of Contractor: Molzen Corbin

Address of Contractor: 2701 Miles Rd. SE, Albuquerque, NM 87106

Amount of prospective contract: \$180,000

Term of prospective contract: Two Years

H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)

Address of Contractor: 2495 Lakeside Drive, Las Cruces, NM 88007

Amount of prospective contract: \$903,214.87

Term of prospective contract: Three Years

GRAND TOTAL: \$7,117,250.69

The attached contractors and their associated scopes of work will assist City staff in bringing the wastewater reclamation facility into compliance.

Location of Services: Paseo Real Wastewater Reclamation Facility, 73 Paseo Real, Santa Fe, NM 87507

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

1. Emergency funding request to remediate issues currently affecting the WWTF
 - a. Contractors: Hazen and Sawyer (\$2.7M), AAC construction (est.\$2.5M), Carollo (\$80k), Aquasight (\$350k), ITSQuest (scheduler \$264k), Great Western (\$156k), Molzen Corbin (\$180k), Rain for Rent (\$903K)
 - b. Improvements Plan
 - Quarterly Reporting disconnect
 - Weekly Meetings with NMED
 - Unit Process Operating Strategy documentation (Carollo/Hazen)
 - Instrumentation Implementation
 - Model Development/SCADA Integration
 - Sample and Reporting External Support
 - Advanced SCADA for Each Process
 - Unit Process Improvements

See attached proposals and scopes of work for details.

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, § 13-1-127.

The United States Environmental Protection Agency (EPA) has issued an Administrative Order (AO) issued to the City of Santa Fe for violations of the Clean Water Act (CWA) (33 U.S.C. §§ 1251-1387). The violations were identified during a review of the permit file and discharge monitoring reports submitted for the Paseo Real Wastewater Reclamation Facility. The violations alleged are for failure to meet permit effluent limitations. This AO does not assess a monetary penalty; however, it does require compliance with applicable federal regulations.

Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission (WQCC)' regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA.

To facilitate the most efficient response to these regulators, the City requires emergency procurement to develop a plan and to implement that plan to bring the Paseo Real Wastewater Reclamation Facility into compliance as soon as is feasible to do so.

EPA Region 6 Administrative Order Attached.

III. 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.).

By immediately bringing these contractors in to perform their requested scopes of work, we can begin to bring the facility into compliance, thereby eliminating or minimizing the associated risks to public health and safety associated with the non-compliant discharge.

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

It is our goal and desire to prevent the conditions that precipitated the need for this emergency procurement by implementing the measures afforded by this emergency procurement.

Certified by:



City Chief Procurement Officer, Travis Dutton-Leyda

Apr 3, 2024

Date

City Approval by:



John Dupuis (Apr 4, 2024 10:44 MDT)

Department Director, John Dupuis

Apr 4, 2024

Date

Marcos Martinez

Marcos Martinez (Apr 3, 2024 17:03 MDT)

City Attorney, Erin McSherry

Apr 3, 2024

Date

John Blair
John Blair (Apr 3, 2024 18:09 MDT)

City Manager, John Blair

Apr 3, 2024

Date

Emily K. Oster

Finance Director, Emily Oster

Apr 4, 2024

Date

Note: All emergencies must be posted to the SPD website:

<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx>

and the City of Santa Fe's website:

<https://santafenm.gov/finance-2/purchasing-1/solicitations>



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Region 6

FINDINGS OF VIOLATION AND COMPLIANCE ORDER

Docket Number: CWA-06-2024-1745; NPDES Permit Number: NM0022292

STATUTORY AUTHORITY

The following findings are made, and Order issued under the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 309(a) of the Clean Water Act (Act), 33 U.S.C. § 1319(a). The Administrator of EPA delegated the authority to issue this Order to the Regional Administrator of EPA Region 6, who further delegated this authority to the Director of the Enforcement and Compliance Assurance Division.

FINDINGS

1. The City of Santa Fe (Respondent) is a municipality which was incorporated under the laws of the State of New Mexico, and as such, is a "person" as that term is defined at Section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.
2. At all times relevant to this Order (all relevant times), Respondent owned or operated a municipal wastewater treatment facility located at Airport Road, Santa Fe, Santa Fe County, New Mexico, 87504 (facility), and was, therefore, an "owner or operator" within the meaning of 40 C.F.R. § 122.2.
3. At all times relevant, the facility was a "point source" of a "discharge" of "pollutants" with its municipal wastewater to the receiving waters of Santa Fe River in Segment No. 20.6.4.113 of the Rio Grande Basin which are "waters of the United States" within the meaning of Section 502 of the Act, 33 U.S.C. § 1362, and 40 C.F.R. § 122.2.
4. Because Respondent owned or operated a facility that acted as a point source of discharges of pollutants to waters of the United States, Respondent and the facility were subject to the Act and the National Pollutant Discharge Elimination System (NPDES) program.
5. Under Section 301 of the Act, 33 U.S.C. § 1311, it is unlawful for any person to discharge any pollutant from a point source to waters of the United States, except with the authorization of, and in compliance with, an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.
6. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. Any such discharge is subject to the specific terms and conditions prescribed in the applicable permit.
7. Respondent applied for and was issued NPDES Permit No. NM0022292 (herein the permit) under Section 402 of the Act, 33 U.S.C. § 1342, which became effective on September 1, 2021, and expires on August 31, 2026. At all relevant times, Respondent was authorized to discharge pollutants from the facility to waters of the United States only in compliance with the specific terms and conditions of the permit.
8. Part I.A of the permit places certain limitations on the quality and quantity of effluent discharged by Respondent. The relevant discharge limitations are indicated in the attached Table A.
9. Part I.C. of the permit requires the Respondent to sample and test its effluent and monitor its compliance with permit conditions according to specific procedures, in order to determine the facility's compliance or noncompliance with the permit and applicable regulations. It also requires the Respondent to file with EPA certified Discharge Monitoring Reports (DMRs) of the results of monitoring, and Noncompliance Reports when appropriate.
10. Certified DMRs filed by the Respondent with EPA in compliance with the permit show discharges of pollutants from the facility that exceed the permitted effluent limitations established in Part I.A of the permit, as specified in the attached Table B.
11. Each instance in which Respondent discharged pollutants to waters of the United States in amounts exceeding the effluent limitations contained in the permit is a violation of the permit and Section 301 of the Act, 33 U.S.C. § 1311. Each violation of the conditions of the permit or regulations described above is a violation of Section 301 of the Act, 33 U.S.C. § 1311.
12. Administrative Order (AO) Docket Number CWA-06-2019-1773 was issued on March 29, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on May 31, 2019.
13. Administrative Order (AO) Docket Number CWA-06-2019-1818 was issued on August 26, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on October 23, 2019.
14. Administrative Order (AO) Docket Number CWA-06-2021-1725 was issued on June 1, 2021, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on June 11, 2021.

SECTION 309 (a)(3) COMPLIANCE ORDER

Ms. Mona Tates
tates.mona@epa.gov

Based on the foregoing Findings and pursuant to the authority of Section 309 of the Act, EPA hereby orders Respondent to take the following actions:

GENERAL PROVISIONS

A. Within thirty (30) days of the effective date of this Order, Respondent shall submit a list of the specific actions taken to correct the reporting and effluent violations cited in this Order.

Issuance of this Section 309(a)(3) Compliance Order shall not be deemed an election by EPA to forego any administrative, judicial, civil or criminal action to seek penalties, fines, or any other relief appropriate under the Act for the violations cited herein, or other violations that become known to EPA. EPA reserves the right to seek any remedy available under the law that it deems appropriate.

B. Within thirty (30) days of the effective date of this Order, Respondent shall provide written certification to EPA, Region 6 that the violations cited herein have been corrected and that the facility is in compliance with the requirements of the permit.

Respondent may seek federal judicial review of the Order pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

C. In the event that Respondent believes complete correction of the violations cited herein is not possible within thirty (30) days of the effective date of this Order, Respondent shall, within thirty (30) days of the effective date of this Order, submit a comprehensive written plan for the elimination of the cited violations within the shortest possible time for EPA review. Such plan shall describe in detail the specific corrective actions to be taken and why such actions are sufficient to correct the violations. The plan may include interim corrective measures to address effluent limit violations as quickly as possible followed by subsequent permanent measures. The plan shall include a detailed schedule for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

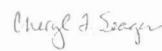
This Order does not constitute a waiver or modification of the terms or conditions of Respondent's NPDES permit, which remains in full force and effect. Compliance with the terms and conditions of this Order does not relieve Respondent of its obligation to comply with any applicable federal, state, or local law or regulation.

D. If Respondent would like to arrange a meeting with EPA to discuss the allegations in this Order, it should contact EPA within forty-five (45) days of the effective date of this Order. The meeting will be held at the Region 6 offices, 1201 Elm Street, Dallas, Texas, and Respondent can provide any information it believes is relevant to this Order. Respondent shall submit to EPA all information or materials it considers relevant to EPA at least ten (10) days prior to the meeting.

The effective date of this Order is the date it is received by the Respondent.

March 4, 2024

Date



Digitally signed by Cheryl T. Seager
Date: 2024.03.04 16:05:14 -06'00'

Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

E. To arrange a meeting, or to ask questions or comment on this matter, please contact Ms. Mona Tates, of my staff, at (214) 665-7152 or tates.mona@epa.gov.

F. Any information or correspondence submitted by Respondent to EPA under this Order shall be addressed to the following:

Ms. Nancy Williams
williams.nancy@epa.gov

and



This proposal provides an offer to provide staffing services. ITSQuest, Inc. offers a variety of employment and human resource services. A rate quote on additional services will be provided quickly.

Offer to: **John Dupuis**
City of Santa Fe Public Utilities Department
1142 Siler Road
Santa Fe, NM 87507
Phone: 505-955-4209
Email: jedupuis@santafenm.gov"

Position Title	Location	Dates of Service	Hourly Rate	Weeks	Weekly Units	Unit totals	Rate	Subtotals	GRT Rate	GRT	Total Budget
		FY2024					**				
Project Manager	SF	4/1/2024 - 6/30/2024	\$63.10	13	40	520	\$94.02	\$48,889.88	8.1875%	\$ 4,002.86	\$52,892.74
TOTAL PO AMOUNT										\$52,892.74	

* Dates are a maximum number of days to be worked. This is not a guarantee of days to be worked.

** To avoid overtime reimbursements, temporary employees may not work over 40 hours per week.

Price Agreement Number: 40-00000-23-00027

Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)

Term: October 6, 2023 - December 8, 2024

Date: March 19, 2024

Lola Priest
Signature

This offer is open for a period of thirty days. Acceptance by the offeree must be bound by issuing a purchase order.



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City of Santa Fe Public Utilities Department
1142 Siler Road
Santa Fe, NM 87507
Phone: 505-955-4209
Email: jedupuis@santafenm.gov"

Position Title	Location	Dates of Service FY2025	Hourly Rate	Weeks	Weekly Units	Unit totals	Max Bill	Subtotals	GRT Rate	GRT	Total Budget
							Rate **				
Project Manager	SF	7/1/2024 - 6/30/2025	\$63.10	52	40	2080	\$94.02	\$195,559.52	8.1875%	\$ 16,011.44	\$211,570.96
TOTAL PO AMOUNT											\$211,570.96

* Dates are a maximum number of days to be worked. This is not a guarantee of days to be worked.

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Term: October 6, 2023 - December 8, 2024

Date: March 19, 2024

Lola Priest

Signature

This offer is open for a period of thirty days. Acceptance by the offeree must be bound by issuing a purchase order.

MOLZENCORBIN

March 20, 2024

Mr. Michael Dozier
Wastewater Division Manager
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504-0909

**RE: Emergency Purchase Order to Address EPA Administrative Order CWA-06-2024-1745
Citing Violations at the City of Santa Fe Paseo Real WWTP.**

Dear Mr. Dozier:

The City of Santa Fe has requested that Molzen Corbin provide this Proposal for Engineering Services to assist in compliance with Administrative Order CWA-06-2024-1745. The Administrative Order was issued to the City of Santa Fe by the U.S. Environmental Protection Agency (USEPA) on March 4, 2024.

Molzen Corbin is one of the most experienced wastewater engineering firms in New Mexico. We have extensive experience designing, upgrading and retrofitting wastewater treatment facilities for communities throughout New Mexico. Our engineering staff regularly designs process modifications to improve performance at wastewater treatment facilities throughout the state.

We have assisted many communities when they have been issued Administrative Orders by the USEPA. We are experienced at working through the Administrative Order process to help communities comply with both the order and the conditions of their NPDES Permit. We have developed a template for responses to Administrative Orders and can assist them with their response.

Our process engineers work with the community's engineers and operators to evaluate data and assess operating conditions to solve water quality discharge problems. We may recommend changes to operating procedures, upgrades to existing facilities, replacement of aging equipment or installation of new infrastructure to improve effluent quality.

The City has expressed that Molzen Corbin develop a data-driven decision making approach to solving the problems at the Paseo Real Wastewater Treatment Facility. The City would like Molzen Corbin to explore ways that the Facility can be updated and streamlined so processes are equipped with that latest technology that is available.

Molzen Corbin understands that time is critical. The City of Santa Fe must submit a response to USEPA by April 3, 2024 as directed in Compliance Order Section C of the Compliance Order.

WILLINGNESS AND CAPABILITY

Molzen Corbin currently has staff available with the necessary expertise to assist the City of Santa Fe in complying with the Administrative Order. If the City needs services not offered by Molzen Corbin, this proposal includes fee for Additional Services that would allow Molzen Corbin to hire subconsultants. Additional Services may be used to explore multiple approaches to solving problems.

Mr. Michael Dozier
March 20, 2024
Page 2

SCOPE OF SERVICES

This project may include but is not limited to the following:

- Research
- Process Engineering
- Design
- Construction Administration
- Telemetry and Controls

COMPENSATION

We propose to perform the Work described above on a Time and Materials basis based on our current Standard Billing Rates enclosed herein.

Basic Services – not to exceed \$80,000 would include but not be limited to:

- Research
- Design
- Construction Administration

Additional Services – not to exceed \$100,000 would include but not be limited to:

- Process Engineering
- Telemetry and Controls
- Other specialized services to be determined.

If you have any questions or require additional information, please contact Mr. Steve Morrow, P.E. at 505.242.5700.

Sincerely,

MOLZEN CORBIN



Kevin W. Eades, P.E.
Chief Executive Officer

Enclosure

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF FEBRUARY 1, 2024

DEPARTMENT	BILLING CATEGORIES	2023 RATES	
<i>Architectural</i>	Senior Principal Architect	273	
	Principal Architect	252	
	Senior Architect	210	
	Project Architect	168	
	Registered Architect	158	
	Intern Architect 2	121	
	Intern Architect 1	95	
	Senior Architectural Designer	142	
	Architectural Designer I	137	
	Planner	111	
	Landscape/Irrigation Designer	111	
	<i>Civil Engineering</i>	Senior Principal Engineer	273
Principal Engineer		252	
Senior Engineer		231	
Project Engineer		189	
Professional Engineer		163	
Engineering Intern II		142	
Engineering Intern I		131	
Senior Civil Design Specialist		173	
Engineering Design Specialist		147	
Senior Engineering Design Tech		153	
Engineering Design Tech		116	
Associate Engineering Design Tech		95	
<i>Electrical Engineering</i>	Senior Principal Engineer	273	
	Principal Engineer	252	
	Senior Engineer	210	
	Project Engineer	184	
	Professional Engineer	163	
	Engineering Intern II	142	
	Engineering Intern I	126	
	Engineering Design Specialist	147	
	Engineering Design Tech	116	
	Associate Engineering Design Tech	95	
<i>Mechanical</i>	Senior Mechanical Engineer	195	

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF FEBRUARY 1, 2024

<i>Water Resource Engineering</i>	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	231
	Project Engineer	184
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	131
	Sr. Engineering Design Specialist	168
	Engineering Design Specialist	142
	Engineering Design Tech	116
	O & M Specialist	116
	Associate Engineering Design Tech	95
<i>CADD / Survey</i>	CADD Operator II	84
	CADD Operator I	74
	Survey Technician	111
	Two Person Survey Crew	222
	Two Person GPS Survey Crew	247
	Licensed Surveyor	231
<i>Construction Observation</i>	Senior Observer/Manager	111
	Senior Observer	105
	Observer	100
<i>Administration</i>	Administrative Aide II	79
	Administrative Aide I	58
	Administrative Support	105
	Grants/Technical Administrator	116
	Computer Technician	126
	Senior Technical Writer / Editor	100

Miscellaneous Expenses

Copies	Per Copy	\$0.11
Color Copies	Per 8 1/2 x 11 Copy	\$1.00
Color Copies	Per 11 x 17 Copy	\$2.00
Prints/Plots(24x36)	Per Sheet	\$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	



**Carollo Engineers, Inc.
On Call Engineering Services for
Water and Wastewater Processes and Treatment**

**SCOPE OF WORK
TASK ORDER 24-WW-01
Establishing Operational Excellence
March 19, 2024**

The City of Santa Fe requested assistance to establish knowledge management tools that can be used to document the intent and nuances of each unit process. The resulting documentation can be used for training for new hires and refresher training for existing staff.

An evaluation of current conditions can help define available data, design parameters and current work routines. A gap analysis is typically used to establish the current conditions. From that analysis a more robust approach to formalize a variety of work practices and facility documentation that, if addressed, could provide more consistent facility operation. Consistent facility operation will result in reduced operating costs, less variable facility outputs, and improved O&M awareness.

Initially, three documents are desired. Two are Area Procedures and Expectations (APEs) to capture unit process information: Non-Potable Water Distribution (NPWD) and the Oxidation Ditch Biological Nutrient Removal (BNR) processes. The third is the initial Annual Operations Plan.

This Scope of Services includes working in concert with Hazen and Sawyer and the Wastewater Division Plant Superintendent, with concurrence with the Wastewater Division Director. For success, it is expected that the Plant Superintendent will be heavily involved in the development of the initiatives, with Carollo's and Hazen's Operations Specialists providing guidance and examples to complete and then launch the initiatives developed in this Scope of Services. It is probable that a variety of staff will be engaged, as many of these initiatives involve the existing database, upgraded presentation of concepts and instructions, and computer-based support.

The goal of this Scope of Services is to assist the City of Santa Fe and the Wastewater Division Plant Superintendent in developing means and methods to improve the operation and maintenance of wastewater treatment processes.

The work and resulting deliverables will be split between Carollo Engineers and (under separate authorization) Hazen. Additional authorizations may be required to complete the breadth of the envisioned Establishing Operational Excellence initiatives.

Services will include some or all of the specific tasks listed below, up to the budget upper limit for this Task Order.

PHASE 1 – Site Visit and Gap Analysis

Site Visit

1. This allows Operations Specialist(s) to learn the facility, but more importantly, meet the staff to establish our working relationships.

Conduct a gap analysis to understand the current state of facility operations.

1. The analysis will identify strengths, opportunities and concerns.
2. The results will be documented in a report.

Evaluate current databases for completeness.

1. Compare existing data and presentation to best-industry practices.
2. Includes daily process results, data tracking and trending used for process control and optimization.

Evaluate and upgrade existing unit process performance measurement reports.

1. Refine or establish key performance indicators to match typical industry practices.
2. Refine the presentation of performance data in monthly and annual formats to match KPIs and annual operating plan information.

Standardize unit process Standard Operating Procedures for the NPWD and BNR processes.

1. Evaluate existing SOPs against typical industry practices.
2. Define SOPs that may be missing.
3. Provide template to standardize SOPs based on EPA guidance.
4. Assist staff in the development of pilot SOPs based on the Oxidation Ditch BNR process.

Phase 2 – Develop Pilot APEs

Develop Area Procedures and Expectations (APEs) for the NPWD and BNR processes.

1. APEs will be developed in PowerPoint.
2. The presentation will define the treatment objectives, process control responses, control points, sampling locations, data recording, crucial SOPs, critical preventative maintenance activities, and expected duties and expectations of maintenance and operator personnel working within the process. These serve as a training tool for new employees and refresher information for others.
3. These APEs will be the model for all other identified process areas.

Draft a Facility Operations and Maintenance Plan (Plan).

1. The Plan establishes how O&M staff operate and maintain each unit process at the facility.
2. The Plan describes sampling means and methods used to demonstrate permit compliance.

Draft an Annual Operating Plan (AOP).

1. The AOP identifies factors, such as projected wastewater flows and loads, as well as activities, such as construction or extraordinary maintenance, which will impact plant operations in the coming year.
2. Based on these factors, specific operating strategies are identified for treatment unit processes for the year.

3. The AOP projects upcoming maintenance or construction activities for advanced planning to support budget allocations.
4. The plan identifies facility or capacity deficiencies to help inform capital improvement upgrades.

PRELIMINARY PROJECT APPROACH

The project objectives are provided below.

ID	Description	Work Required
Phase 1		
1.1	Site Visit and Gap Analysis	<ul style="list-style-type: none"> • Review current conditions • Conduct interview(s) • Confirm findings • Provide findings in a report
1.2	Process data reporting evaluation	<ul style="list-style-type: none"> • Evaluate existing means and methods • Provide report with suggested improvements
1.4	Data tracking and reporting	<ul style="list-style-type: none"> • Evaluate existing • Provide report with suggested improvements
1.5	Standard Operating Procedures	<ul style="list-style-type: none"> • Evaluate existing • Provide template for to standardize current and/or develop future SOPs
Phase 2		
2.1	NPWD Area Procedures and Expectations	<ul style="list-style-type: none"> • Develop PowerPoint • Provide NPWD staff training
2.2	BNR Area Procedures and Expectations	<ul style="list-style-type: none"> • Develop PowerPoint • Provide NPWD staff training
2.3	Facility Operations and Maintenance Plan	<ul style="list-style-type: none"> • Develop initial plan
2.4	Annual Operations Plan	<ul style="list-style-type: none"> • Develop initial plan

\$80,000.00 of the contractual upper limit is allocated to work to be executed under this Task Order, inclusive of labor and expenses, but exclusive of NMGR. The work will be invoiced on a time and materials basis. Project management time for staffing and budget management and reporting for this task order will be included when work is active on this task order. A progress report will accompany monthly invoices, providing a summary of work conducted under Task Order 24-WW-01 for the subject invoicing period. The invoice will indicate the amount of the \$80,000.00 upper limit for this task order that has been incurred versus the amount remaining.

Approved:

Michael Dozier
Wastewater Division Manager
City of Santa Fe

Date

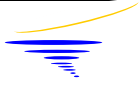
John Rehring
Vice President
Carollo Engineers, Inc.

Date

Becky Luna
Senior Vice President
Carollo Engineers, Inc.

Date

REVISED a WORK ORDER PRICING



A.A.C. Construction, LLC

OWNER: CITY OF SANTA FE SEWER DIVISION

Project Contact: Michael Dozier, Ph: 505-955-4642

Owner's Rep.: Michael Dozier

CONTRACTOR: A.A.C. Construction, LLC

Date: 3/19/2024

PROJECT MANAGER: Andrew Sisneros, (505) 930-0481

DESCRIPTION:	Customer Concern: There is an emergency at the plant and filters have to be maintained and pumps need to be brought into working condition. House keeping of the sludge will be required to be exported from the facility. AAC is being tasked to support the WWTP with the solutions to the problems at hand.
LOCATION:	73 Paseo Real, Santa Fe, NM 87507

	Item Description	Hours	Labor Rate	Total Cost
LABOR:	Coordinator	1200	\$85.00	\$102,000.00
	Superintendent	960	\$65.00	\$62,400.00
	Foreman	960	\$55.00	\$52,800.00
	Heavy Equipment Operator III	960	\$50.00	\$48,000.00
	Delivery Driver	640	\$50.00	\$32,000.00
	Truck Driver	640	\$50.00	\$32,000.00
	Laborer III	960	\$45.00	\$43,200.00
	Laborer III	960	\$45.00	\$43,200.00
	Laborer IV	960	\$48.00	\$46,080.00
	Electrician	640	\$275.00	\$176,000.00
	Welder	321	\$230.00	\$73,830.00
TOTAL LABOR				\$711,510.00

	Material Description	Material Quote Reference	Total Cost
MATERIAL:	Sand Media	3160cf	\$25,000.00
	Anthracite	3160cf	\$52,920.00
	Freight for sand		\$38,500.00
	Freight for Anthracite		\$22,000.00
	Traveling Pads, clean out sludge drying beds 80 each		\$24,000.00
	Fittings, Pipes and Parts (Mechanical Supply)	ABQ P & P	\$39,450.40
	Misc. Welding Supplies if needed, cat walk, small crane	LA	\$25,000.00
	Consumable and misc materials welder		\$8,500.00
	Misc Electrical Parts		\$18,500.00
	TOTAL MATERIAL		

	Equipment Type	Rate Type	Rate	Qty	Total Cost
EQUIPMENT:	289 Mini Loader		85	640	\$54,400.00
	Excavator		160	150	\$24,000.00
	Vac Trucks		200000	1	\$200,000.00
	Dump Truck 1		155	360	\$55,800.00
	Dump Truck 2		155	360	\$55,800.00
	1 Ton P.U. With Trailer		30	10	\$300.00
	1 Ton Service Truck		15	80	\$1,200.00
	1 Ton Pick Up		15	150	\$2,250.00
	Small Tools/Pumps, Saws, Hand Tools		25	640	\$16,000.00
	Rebuild up to 8 each Flyt pumps		62000	8	\$496,000.00
	Freight for Pumps to Abq		1200	40	\$48,000.00
	Transport Excavator		1800	2	\$3,600.00
	Transport Mini Loader		850	8	\$6,800.00
Telehandler		5000	3	\$15,000.00	
TOTAL EQUIPMENT					\$979,150.00

SUBTOTAL:	\$1,944,530.40
Contractor's Fee 16%	\$311,124.86
SUBTOTAL:	\$2,255,655.26
Tax @ 8.1875%	\$184,681.77
Insurance & Bonds	\$25,500.00
GRAND TOTAL:	\$2,465,837.04

Address: A.A.C. Construction, LLC, 18 La Luna Rd, Santa Fe, NM 87507

Authorized Signature _____

Date _____



3310 GIRARD N.E.
 ALBUQ., N.M. 87107
 (505) 881-6525
 Fax (505) 881-6396

March 19, 2024

RE: Electrical Proposal
 Santa Fe Waste Water SCATA Fiber Installation
 Attention: Andrew Hardinge
 Scope:

- Provide 18,000 feet of 1” innerduct.
- Provide 18,000 feet of TLC 24 fiber indoor, outdoor, and plenum rated.
- Provide and install 10 stainless NEMA4 boxes to end fiber runs in each building.
- Provide and install stainless NEMA4 boxes in manholes where fiber and innerduct splice.
- Pull innerduct and fiber per COSF WWTF proposed innerduct conduit system drawing.
- Provide and install a 2” EMT conduit from the SCATA room in the administration building to the underground manhole conduit system.
- Core holes into manholes to extend raceways to Las Campanas golf course pump house, dissolved air flotation control building, the holding tank by the lime bed, the maintenance office, and the primary clarifiers.

Labor	\$70,363.35
Material retail	\$63,101.26
Material 10% discount	\$56,791.14
Equipment	\$13,073.50
Permit	\$800.00
Sub Total	\$141,027.99
NMGRT @ 8.1875%	\$11,546.67
Bond	\$3,115.42
Total	\$155,690.08

Exclusions

- Damaged to unmarked underground utilities.
- Testing and terminating the fiber.
- Overtime or after-hours work.
- Trench, conduit, fiber, and innerduct to secondary clarifiers and offices.

Regards,
 Danny Burson
 Project Manager

City of Santa Fe - Waste Water SCATA

MATERIAL	QUANTITY	RETAIL COST	UNIT	EXTENDED COST
STAINLESS JUNCTION BOXES	20	\$699.87	E	\$13,997.40
FIBER CABLE	18042	\$105.54	C	\$19,041.53
1" INTERDUCT	18000	\$104.15	C	\$18,747.00
1" INTERDUCT COUPLING	100	\$0.61	E	\$61.00
ASPHALT	17	\$145.81	E	\$2,478.77
2" RIGID	100	\$1,797.92	C	\$1,797.92
2" RIGID 90	12	\$73.94	E	\$887.28
2" RIGID COUPLING	12	\$20.47	E	\$245.64
2" RIGID NIPPLES	12	\$11.10	E	\$133.20
2" LOCKNUTS	20	\$150.89	C	\$30.18
2" PLASTIC BUSHINGS	30	\$89.65	C	\$26.90
2" EMT	300	\$690.63	C	\$2,071.89
2" EMT 90	8	\$28.58	E	\$228.16
2" EMT COUPLING	30	\$643.06	C	\$192.92
2" EMT CONNECTORS	8	\$579.51	C	\$46.36
2" MINERALLAC STRAPS	20	\$182.47	C	\$36.49
FULL STRUT	100	\$953.53	C	\$953.53
2" CONDUIT STRAPS	50	\$349.53	C	\$174.77
ALL THREAD	20	\$370.11	C	\$74.02
2" PVC	500	\$363.38	C	\$1,816.90
2" PVC COUPLINGS	20	\$67.70	C	\$13.54
2" PVC FEMALE ADAPTERS	20	\$98.45	C	\$19.69
TAPE	500	\$52.37	M	\$26.19
		\$0.00		\$0.00
Total Retail Cost				\$63,101.26
10% DISCOUNT				\$6,310.13
TOTAL				\$56,791.14



3310 GIRARD N.E.
ALBUQ., N.M. 87107
(505) 881-6525
Fax (505) 881-6396

City of Santa Fe – Waste Water SCATA
#17 equipment rental or utilization breakdown

2018 caterpillar 259D	35@\$29.10	\$1,018.50
2018 caterpillar 301.7D	<u>100@\$66.80</u>	\$6,680.00
2006 caterpillar 416C	<u>105@\$48.10</u>	\$5,050.50
2017 Bomag BT 65 Tamper	<u>55@\$5.90</u>	\$324.50
Total		\$13,073.50



Hazen and Sawyer
100 Sun Ave. NE, Suite 206
Albuquerque, NM 87109

March 18, 2024

John Dupuis
Public Utilities Director
City of Santa Fe Public Utilities Department
801 W. San Mateo Rd
Santa Fe, NM 87505

**Re: Paseo Real Water Reclamation Facility (PRWRF)
Engineering, Operational Support, and Related Services in
Response to EPA Administrative Order CWA-06-2024-1745**

Dear Mr. Dupuis:

We appreciated the opportunity to meet with the City of Santa Fe (City) on Wednesday, March 13, 2024 to discuss the referenced Administrative Order (AO) the City received from the U.S. Environmental Protection Agency (EPA) Region 6. As we discussed, the City would like to implement an overall plan that 1) responds to and resolves the AO, and 2) prepares the City for long-term, future success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) and similarly at a future facility being considered and visioned by the City as an eventual replacement for the PRWRF. The City's plan focuses on improving current data collection, regulatory compliance, operational, knowledge management / transfer, and management practices at the PRWRF, combined with selective capital improvements to existing PRWRF facilities. This comprehensive plan can be broken down into the following nine (9) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.
2. Support the City's external communications with the New Mexico Environment Department (NMED).
3. Build a comprehensive base of knowledge management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.
4. Improve PRWRF laboratory practices, data management, workflows, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.
5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected and rectify gaps to improve process monitoring and control.
6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.

7. Develop a “digital twin” model of PRWRF to simulate and help optimize treatment plant operations.
8. Develop tools for remote simulation and testing of proposed changes to plant operations.
9. Provide engineering support for short-term treatment plant improvement projects.

The following narrative further defines the specific activities and services Hazen and Sawyer (“Hazen”) proposes to provide. This work will be performed under a new engineering services agreement between the City and Hazen to be issued in response to EPA Administrative Order CWA-06-2024-1745.

Scope of Work

1. Sampling and Regulatory Support

Hazen will coordinate one soil sampling event and four quarterly groundwater sampling events at the PRWRF, with the samples being analyzed for poly- and perfluoroalkyl substances (PFAS). Both the soil and groundwater samples will be analyzed using EPA Method 1633. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff. We have assumed that a total of 10 soil samples will be collected during one soil sampling event (including duplicate samples), and that each sample will be collected from a depth of 2 to 3 feet below ground surface using a hand auger. Ten groundwater samples will be analyzed during each groundwater sampling event (7 PRWRF monitor wells and 3 quality assurance samples). The groundwater sampling for PFAS will begin before Hazen begins supporting the groundwater sampling that is required by the facility’s discharge permits (discussed below).

Hazen will coordinate the quarterly groundwater sampling and analysis that is required under discharge permits DP-289 (Wastewater Reclamation Facility) and DP-135 (Sludge Disposal Facility) issued by the NMED Ground Water Quality Bureau (GWQB) for six (6) quarters, starting with the second quarter sampling event in 2024. Hazen will also coordinate the required reporting under these permits. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff (e.g., for purge water disposal). The City will provide additional information (e.g., monthly totalized average daily and peak daily influent volumes, monthly volumes discharged to each reclaimed domestic wastewater recipient, discharge monitoring reports) for inclusion in the quarterly discharge permit reports prepared for NMED. This task will support the City in achieving compliance with the requirements of these permits.

2. Communications Support

Along with City leadership and staff, Hazen staff (Amy Ewing) will participate in weekly phone calls that will be scheduled with NMED to discuss the current and planned activities and progress made in support of responding to and resolving the AO.

3. Build a comprehensive base of knowledge management tools / decision trees for PRWRF operations

Daily activities by PRWRF operations, maintenance, and management staff will support routine and consistent compliance with permit limits established by the City's National Pollutant Discharge Elimination System (NPDES) Permit NM 0022292 once staff have a clear understanding of:

- The purpose of each unit process
- Key Performance Indicators (KPIs) for measuring its performance
- Its relationship to upstream and downstream unit processes
- Information needed to monitor the process, and
- Expectations for each level of staff on how to achieve performance goals set for the process

Hazen proposes to develop these understandings by developing a series of documents called Area Procedures and Expectations (APEs) for each of the seven (7) liquid stream unit processes and four (4) solids handling processes at PRWRF. Each APE, developed as a PowerPoint presentation, will provide a clear guide for each level of operations, maintenance, and management staff, and will provide specific guidance for how and when to adjust the process, by how much, and by whom. Hazen's production of APEs will leverage existing Operation and Maintenance (O&M) Manual and Standard Operating Procedure (SOP) documentation the City may already have in place for PRWRF.

APE production will also document gaps between available information routinely collected (e.g., lab tests and SCADA data) versus what is needed to achieve reliable performance, how such information is distributed, and what improvements to information management are needed so that key items are communicated to staff who need it the most and at a frequency that supports their needs. APE production will also identify information and records currently being collected that do not serve the purpose of optimizing a treatment process. Lastly, APEs will capture information provided during the development of Items 4 and 5 described below.

Once the APEs have been prepared, Hazen will provide on-site staff training for each. This will include administering knowledge assessment quizzes to confirm staff are absorbing the critical information needed to successfully operate and maintain each unit process.

The collection of APEs will form the foundation for PRWRF knowledge management / transfer to which existing staff can refer as they work to optimize facility operations and to train future staff. As "living documents", APEs can be periodically updated by the City to reflect new facilities and capital improvements implemented at PRWRF.

The next element of this PRWRF knowledge management program summarizes the information contained in the 11 APEs (7 for liquid processes / 4 for solids handling) and provides an overview for how each process is supposed to work. This document called **Unit Process Operating Strategies** provides a useful reference to all levels of PRWRF staff and will serve as a tool for newcomers so they can quickly become familiar with "the right way" to operate plant facilities.

The final element of the knowledge management program currently envisioned will be preparation of a PRWRF **Operational Plan**. This document will provide information on the staff hierarchy, command and

communications structure, state and federal regulatory permits, plant safety programs, interrelationships with other City work groups (e.g., purchasing and materials management), and key summaries about PRWRF unit processes extracted from the **Unit Process Operating Strategies** document. Whereas the latter focuses on the information needed to optimize plant treatment operations, the **Operational Plan** focuses on the PRWRF enterprise as a whole and the communications within each internal and external City work group needed to achieve the best performance possible from PRWRF.

4. Improve PRWRF laboratory practices, data management, workflows, and communications

Hazen will provide the City with external sampling and reporting support for samples that are collected by PRWRF staff and analyzed by the in-house laboratory to demonstrate compliance with applicable state and federal discharge permits and to support operational control of PRWRF unit processes. We will work with City staff to ensure that all lab process documentation is current and complete and will assist in clearly defining appropriate workflows for PRWRF staff involved in sample collection, testing, and reporting of results. This task will include performing a review of lab operations, external collection and testing of laboratory samples for a period of up to 4 weeks, and assistance with the transition back to in-house sampling and analysis after PRWRF staff roles and responsibilities have been clearly defined for future lab activity. Item 4 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

5. Provide an inventory of all PRWRF instrumentation

Hazen will develop an updated inventory of all instrumentation installed at PRWRF including calibration procedures and how this information is managed, stored, accessed, and communicated (e.g., paper logbooks, SCADA, Operator10™ software, or an alternate operational data storage platform/historian). This inventory will identify existing instruments that do not perform their intended function and/or could be re-deployed to provide the information needed by Operations staff. This inventory will also note opportunities to add instruments that will support real-time monitoring of treatment processes, as needed to accomplish Items 6 through 8 below. If practical, Hazen will use the City's current asset database format and structure to prepare this inventory of PRWRF instrumentation, which might then be used as an input to the City's asset management program.

6. Develop a model for treatment operations

Hazen will use the available information from lab data and SCADA data including any improvements to these sources realized through the outcomes of the work on Items 3 through 5 above, and will develop an operational model for PRWRF performance. This model will be developed using open-source software (e.g., SUMO™, BioWIN™, or similar product) and calibrated using the available data set. This model will be tested using the updated procedures for controlling and adjusting plant operations developed under our work for Item 3. This item includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

7. Develop a “digital twin” model of plant operations to simulate and help optimize treatment plant operations

The modeling work for Item 6 will next be used to develop a more advanced model that will serve as a “digital twin” the City can use for a variety of purposes including:

- A testbed for proposed changes to existing modes of operation for a particular treatment process
- Observing responses to upset / unexpected conditions for influent wastewater
- Assessing the impact that mechanical breakdown of treatment plant equipment may have on plant performance

As described, the “digital twin” should allow the City to evaluate the plant’s response to a suite of unexpected stressors and determine what facility improvements or changes to normal operating procedures will foster a more resilient operation. Item 7 includes an initial workshop with Hazen and City staff to further define the City’s specific goals and objectives for the work to be completed.

8. Develop tools for remote simulation and testing of proposed changes to plant

The City has expressed interest in having Hazen partner with a nationally recognized firm to perform remote modeling, testing, and optimization of PRWRF operations, such as are provided by the company AM-Team or a similar entity. This item will build upon the work completed by Hazen for Items 3 through 7. The specific scope for Item 8 will be further refined once the outcomes for Items 3 through 7 have been established.

9. Provide engineering support for short-term plant improvement projects at PRWRF

The City has engaged the services of AAC Construction to perform select construction projects at PRWRF that are characterized as limited scope, remove-and-replace in-kind for specific treatment plant equipment / systems that are out of service or are no longer working. Examples of these limited scope projects include restoring two (2) former traveling bridge filter systems to working condition and installing a new mechanical bar screen the City previously procured. Hazen will provide the engineering support the Contractor may need to properly install and commission these equipment systems so that they perform as intended. There may be other projects of this type that the City decides to undertake, in addition to these two projects, for which Hazen can provide the engineering support the Contractor may need. We have included an allowance of \$400,000 to cover the effort we anticipate may be needed for engineering support for short-term plant improvement projects.

Project Management

Hazen will perform ongoing project management activities including cost control and monitoring, invoicing, and general coordination with the City’s project manager and staff for each of the 9 items of support described under **Scope** that the City authorizes. Each month, we will provide an overall progress report and invoice for authorized tasks similar to the reporting and invoicing process we currently employ for Engineering On-call Contract #23-0516.

Schedule

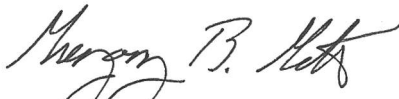
The work elements described under **Scope** are expected to be completed over the next 30 months, as needed and as directed by City staff. We are prepared to begin our work for the City immediately upon receipt of its written authorization to proceed.

Compensation

We are requesting an initial authorization of \$2,718,000 including NMGRT to provide the services that are described under the Scope. Attachment 1 provides a budget breakdown for Items 1 through 7 and 9. As requested by the City, we have deferred estimating the effort for Item 8, pending completion of Items 1 through 7. All work will be performed on a time and materials basis using the labor rates attached to this letter. Please note these labor rates are the same rates used by Hazen for its work under Engineering On-Call Contract #23-0516 with the City of Santa Fe, and which get adjusted annually at the beginning of the City's fiscal year. Expenses may include reimbursable mileage, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Please call me at (505) 259-1679 or Charlie Leder at (505) 236-3889 if you have any questions or would like to discuss further Hazen's plan for providing services to help the City respond to EPA Administrative Order CWA-06-2024-1745.

Sincerely,



Greg Gates, PE
Vice President



Charles S. Leder, PE
Senior Associate

Accepted by City of Santa Fe Public Utilities Department

By: _____ Date: _____

Name: John Dupuis

Title: City of Santa Fe Public Utilities Director

Attachment 1

Proposed budgets for Engineering, Operational Support, and Related Services in Response to EPA Administrative Order CWA-06-2024-1745

Service Item	Proposed time and materials budget
1. Regulatory support	\$ 250,000
2. Communications support	\$ 25,000
3. Build a comprehensive base of knowledge management tools / roadmaps for PRWRF operations	\$ 750,000
4. Improve PRWRF laboratory practices, data management, workflows, and communications	\$ 350,000
5. Provide an inventory of all PRWRF instrumentation	\$ 250,000
6. Develop a model for treatment operations	\$ 300,000
7. Develop a “digital twin” model of plant operations to simulate and help optimize treatment plant operations	\$ 200,000
8. Develop tools for remote simulation and testing of proposed changes to plant	TBD
9. Provide engineering support for short-term plant improvement projects at PRWRF	\$ 400,000
Total estimated budget for all Items	\$ 2,525,000
NMGRT Allowance ¹	\$ 193,000
Total budget including applicable NMGRT	\$ 2,718,000

1. Estimate calculated using the Albuquerque FY 2024 NMGRT rate of 7.625%. NMGRT will be assessed on labor and subconsultant work performed in New Mexico.

LABOR RATES FOR HAZEN AND SAWYER STAFF

	Rates over next 4 years			
	2023-2024	2024-2025	2025-2026	2026-2027
Vice President / Project Director	\$348.91	\$359.38	\$370.16	\$381.26
Senior Associate	\$281.39	\$289.83	\$298.52	\$307.48
Associate	\$225.11	\$231.86	\$238.82	\$245.98
Senior Principal Engineer	\$191.33	\$197.07	\$202.98	\$209.07
Principal Engineer	\$168.83	\$173.89	\$179.11	\$184.48
Engineer	\$157.58	\$162.31	\$167.18	\$172.20
Assistant Engineer	\$135.06	\$139.11	\$143.28	\$147.58
Technician	\$112.55	\$115.93	\$119.41	\$122.99
Effective date for rates	7/1/2023	7/1/2024	7/1/2025	7/1/2026

1. Work performed by subconsultants will be billed at cost plus a 10% mark-up

March 19, 2024

John Dupuis
Director, Public Utilities Department
City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87501

Subject: Proposal for Aquasight APOLLO™ Intelligent Treatment Plant Solution

Dear Mr. Dupuis,

Aquasight is pleased to submit our proposal for implementation the APOLLO™ Intelligent Treatment Plant Solution for the City of Santa Fe Public Works Department.

With the primary goal of supporting your operations team and their successful work to meet all regulatory requirements at the Paseo Real Water Reclamation Facility, the APOLLO™ solution also will support many other benefits such as improved data visibility and mining for laboratory insights, identification of gaps in plant instrumentation, integration of Digital Twin capabilities for better process control, process optimization, and deeper knowledge capture for workforce training and support.

Our implementation program is collaborative, and we will work with your team to ensure project goals are achieved, and the City is provided with a strong foundational program for intelligent water and wastewater solutions.

If you have any questions, feel free to let us know. We look forward to working with the team.



Jonathan Hasson, PE

Vice President, Smart Water Solutions

Cc: Mahesh Lunani, CEO Aquasight



SANTA FE PUBLIC UTILITIES

PASEO REAL WATER RECLAMATION FACILITY PROCESS OPTIMIZATION PROJECT PROPOSAL

March 19, 2024

BACKGROUND

The City of Santa Fe, NM provides wastewater collection, treatment, and disposal services for nearly 90,000 residents and businesses. The City owns and operates the 9 MGD annual average daily flow (AADF) (rated for 13 MGD) Paseo Real Water Reclamation Facility which is a conventional activated sludge plant that includes screening and sedimentation for primary treatment, oxidation ditch basins, aeration, and clarification for secondary treatment plus nitrogen reduction, and disk and sand filters, chlorination, and dechlorination for tertiary treatment before discharging into the Santa Fe River (**Figure 1**). The City recently received an Administrative Order for permit exceedances in both E. Coli and Nitrogen. As a measure to ensure improved plant effluent performance, optimize data usage and process performance, the City desires a rapidly deployable, data-driven solution for increase opportunities for successful permit compliance.

The PRWRF has adequate data for some process control, but also could benefit from additional sensors and instrumentation to make it a more data rich facility. Data is generated and stored in a variety of different systems, and many of those systems do not share/communicate data well for daily operational benefits. There is an abundance of untapped potential to integrate and mine this data using science or ML/AI-based algorithms to help with process optimization, capture energy and chemical savings, store process knowledge, create maintenance insights, and assist with troubleshooting. This will require a tool that can provide streaming analytics, smart advisors, Aquasight COPILOT™, and actionable assistance to the staff to create a data driven O&M culture.

Appendix A: Background, Vision, Approach, and Scope

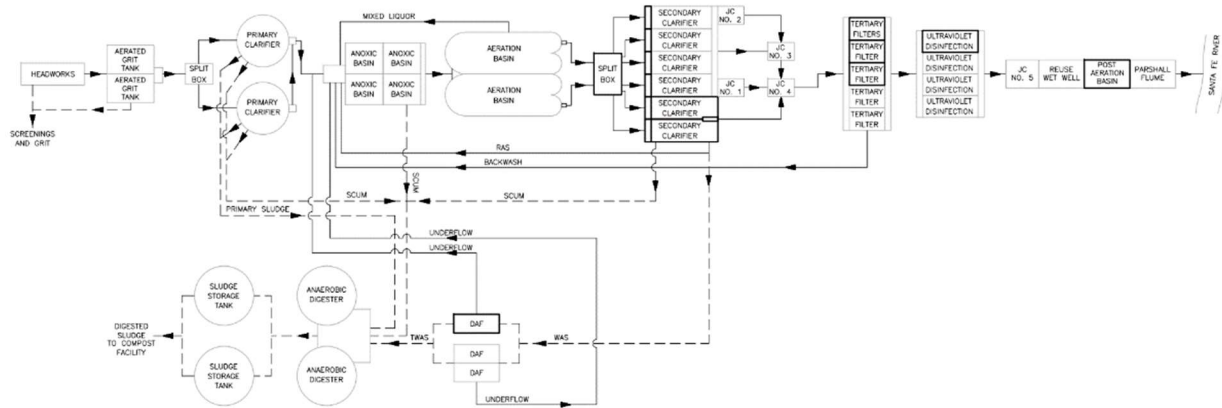


Figure 1: PRRF Process Flow Diagram

PROJECT GOALS & EXPECTED BENEFITS

The City of Santa Fe Public Works is implementing a strategic initiative to further improve treatment plant effluent performance and reduce operating and maintenance costs by leveraging Aquasight's APOLLO™. The overall goal of this project is to implement a modular real-time advanced analytics and Copilot™ system for liquid unit processes that will support operator success for meeting permit discharge limits and support operational efficiencies for liquid processes that consume the greatest amount of power and chemicals. APOLLO™ will support the City's goals of continuous and measured progress towards the PRRF optimization goals over time.

Benefits anticipated by implementation of the Aquasight APOLLO™ solution include:

- Deeper integration and sharing of Laboratory sampling data and insights supporting more informed operations.
- Identification of gaps in instrumentation throughout plant processes leading to a more data rich environment for improved process control, optimization, and decision making.
- Implementation of operator focused digital twin functionality allowing for improved real-time streaming insights into potential operational changes and their impacts on process performance KPIs.
- Capture of operational and institutional knowledge by providing a historical record of plant data and operational KPIs for improved new operator training and information recall.

In pursuit of this vision, Aquasight's APOLLO™ software is proposed to assist the City of Santa Fe by:

- Providing a one-stop integrated intelligence dashboarding and analysis solution.
- Integrating a copilot system with built in smart advisors.
- Driving energy and chemical savings and enabling fine tuning of control setpoints.
- Improving daily plant workflow and empowering a data driven decision culture.

Appendix A: Background, Vision, Approach, and Scope

- Storing operator knowledge to de-risk operator churn and retirements.
- Providing management visibility through remote off-site access.
- Highlighting compliance risks while providing quick access to process data.
- Enabling predictive maintenance of aeration and disinfection equipment.
- Providing robust tools for workforce training on plant performance at various flows and loads.
- Providing quick access of data for planning and engineering teams.
- Including monitoring and notifications on complex parameters.

Examples of the main dashboard for the aeration and secondary clarifier modules in action are provided in **Figure 2** and **Figure 3**, respectively.

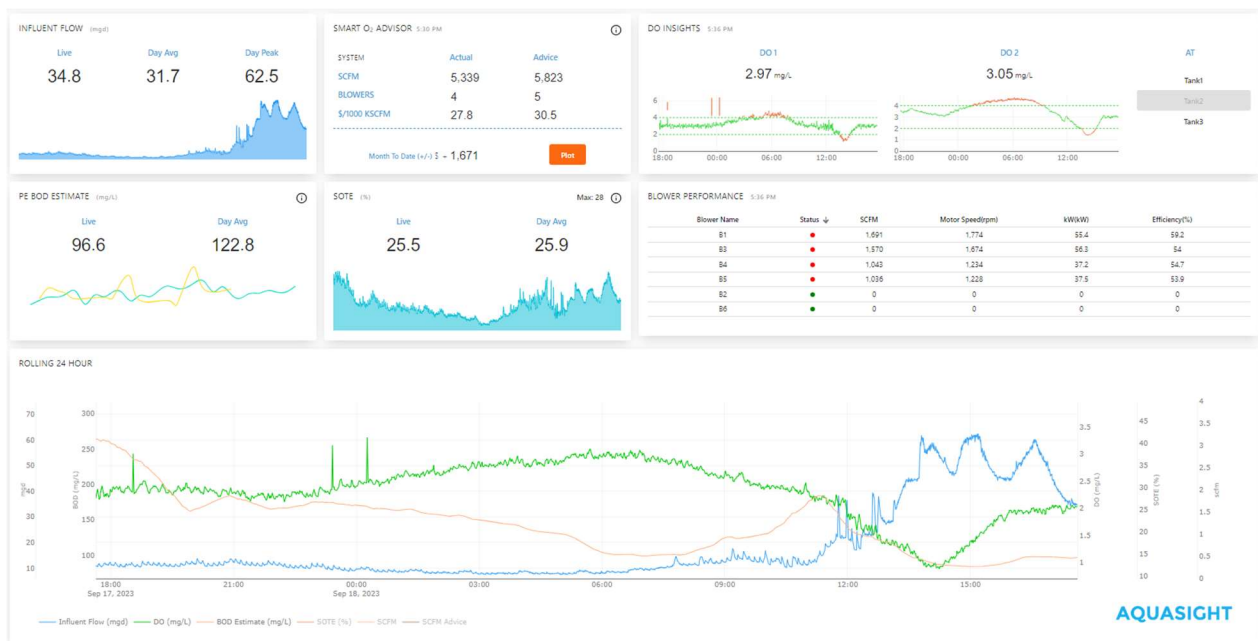


Figure 2: Example of APOLLO's™ Activated Sludge (Aeration) Module

Appendix A: Background, Vision, Approach, and Scope

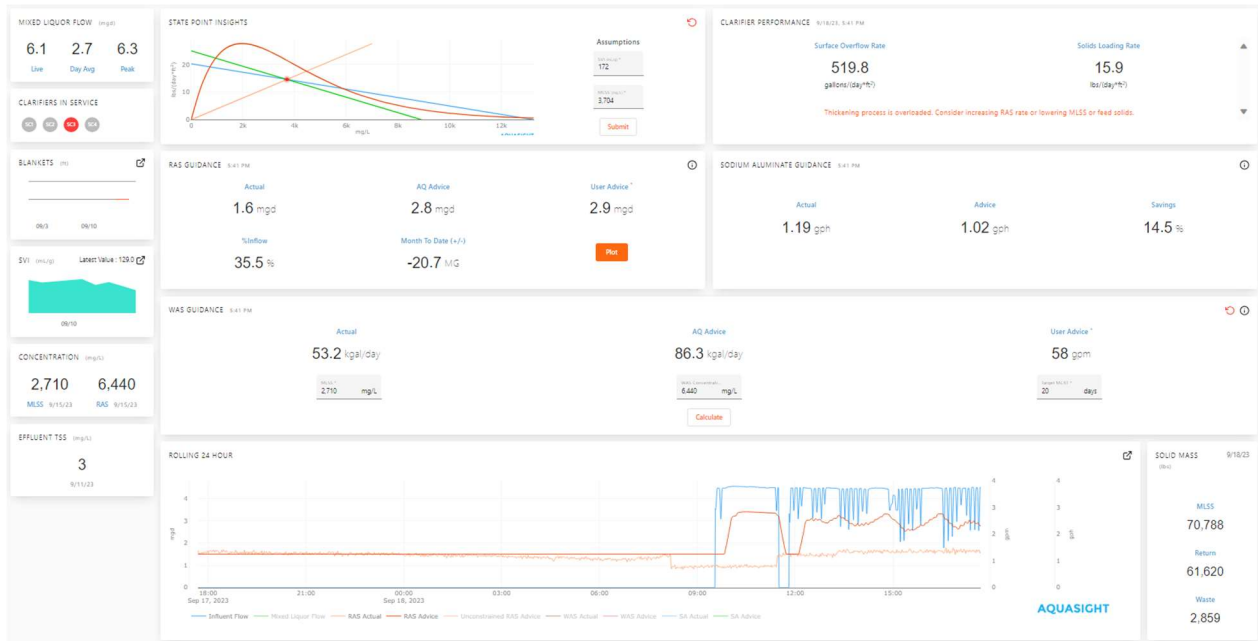


Figure 3: Example of APOLLO's™ Secondary Clarifier Module

SCOPE OF WORK

Generally, the scope of this project includes onboarding the PRWRF to Aquasight's APOLLO™ software equipped with seven (7) modules. The SCOPE OF WORK may change in the future depending on the needs of the plant. The final SOW will be determined in collaboration with the Utility team.

Table 1: Proposed APOLLO modules for PRWRF

Module	Description
Plant Dashboard	Default APOLLO™ module – Customizable dashboard that allows users to centralize analytics from various APOLLO™ modules to a single screen.
Weather	Default APOLLO™ module – Live weather radar with various meteorological layers.
Secondary Treatment – Activated Sludge	Focused on the aeration process, this module includes monitoring, analytics, and copilot dashboard and a detailed decode feature for analyzing aerator and process performance.
Secondary Treatment – Secondary Clarifiers	Focused on the secondary clarification process and RAS/WAS pumping, this module includes monitoring, analytics, and copilot

Appendix A: Background, Vision, Approach, and Scope

Module	Description
	dashboard and a detailed decode feature for analyzing process performance.
Disinfection	Focused on the UV disinfection with supplemental chlorination and dechlorination process, this module includes monitoring, analytics, and copilot dashboard and a detailed decode feature for analyzing permit compliance and process performance.
Lab Insights	Default APOLLO™ module – Provides users with a robust plotting tool for lab, live, and analytical data.
SAMI	Default APOLLO™ module – Digital alert system with customizable alert thresholds for parameters of the most critical interest.

Additionally, Aquasight will review data sources, data completeness, and instrumentation coverage for the PRWRF. We will make recommendations for additional instrumentation as may be necessary to optimize the data rich environment necessary for an optimized process solution.

The project goals described above will be completed through the following tasks:

Task 0 – Project Management

Task 1 – Data Polling

Task 2 – Site Visit and Plant Review Including Instrumentation Review and Recommendations

Task 3 – Aeration Onboarding

Task 4 – Secondary Clarifier & RAS/WAS Pumping Onboarding

Task 5 – UV Disinfection/Chlorination/Dechlorination Onboarding

Task 6 – Default Module Configuration

Task 7 – Training and Adoption

Appendix B: Project Milestones, Timeline, and Deliverables

The Aquasight scope of work for this project will have four key milestones and associated deliverables and will be implemented with approximately the following timelines (**Table 2**). The timeline is subject to change by mutual agreement between Aquasight and the City of Santa Fe.

Table 2: Project Delivery Calendar

Milestones	WEEKS from Notice to Proceed	Aquasight Deliverables
1. Design Review, Instrumentation Review, Data Polling, Connections, Lab & Live Insights	~ 12 weeks	<ul style="list-style-type: none"> • APOLLO™ Release 1 – Lab Insights • Milestone 1 Report
2. Secondary Process & Aeration Modules	~ 16 weeks	<ul style="list-style-type: none"> • APOLLO™ Release 2 – Secondary & Aeration Modules • Milestone 2 Report
3. Disinfection Module & SAMI Alerts	~ 22 weeks	<ul style="list-style-type: none"> • APOLLO™ Release 3 – Disinfection Module & SAMI Alerts • Milestone 3 Report
4. Plant Dashboard, Training & Adoption	~ 26 weeks	<ul style="list-style-type: none"> • APOLLO™ Release 4 – Plant Dashboard, Training, & Adoption • APOLLO™ User Manual • Virtual Training Sessions

Appendix C: Required Participation from Santa Fe Public Works

DATA REQUIREMENTS

The following information is required from Santa Fe Public Works for successful project completion:

- Public Works SCADA Data Historian access,
- Public Works LIMS database access,
- Any applicable sensor/instrumentation API details,
- Where applicable, process data spreadsheets and mechanism to routinely upload,
- Process SOP's,
- Process design data,
- Equipment manufacturer information (specs, O&M manuals, etc.)
- Plant drawings of relevant processes,
- Energy bills,
- Control strategy documentation for automated control systems, and
- Plant budget and cost sheets

Where information is not available, assumptions will be made and discussed with Santa Fe Public Works team before implementing it in the APOLLO™ System.

O&M, SCADA, LAB, AND DESIGN CLARIFICATION MEETINGS

During deployment, in addition to or as a part of any project management meetings, Aquasight may request meetings with key Public Works staff. Such meetings are important to clarify operations, understand assumptions, and agree on key configurations in APOLLO™ systems.

Appendix D: Project Fee

Aquasight proposes the following Not-To-Exceed project fee for the APOLLO™ solution implementation for the City of Santa Fe Public Works Paseo Real Water Reclamation Facility:

APOLLO™ Onboarding Fee: **Not to Exceed \$200,000**

APOLLO™ Annual Fee: **\$50,000 per year, minimum three-year contract**

The project billing schedule will be included in the final contract documents, and shall have the basic invoice timing noted below:

- The Onboarding Fee shall be billed in monthly payments during the Onboarding period (estimated over 6 months) with the first Onboarding payment due at contract signing.
- The Annual Fee shall be billed at the beginning of each calendar year, with the first year Annual Fee billed at contract signing.

The following activities are covered in the annual fee:

- **APOLLO™ technology usage:** APOLLO™ technology that has been developed by Aquasight is the core foundation of this project. The technology will be the backbone for releases, metrics, advisors, KPIs and is accessible anywhere, on any device and at any time.
- **APOLLO™ system operations:** APOLLO™ system operations include lab and live database management, analytical scripts management, API management and user preferences, credential, and security management.
- **Infrastructure management:** APOLLO™ runs on several virtual machines and servers. These servers require upkeep and maintenance include software library updates, monitoring of infrastructure metrics and hardware management.
- **Advisor upkeep and maintenance:** Advisors require quality data inputs; unforeseen bad data quality events do occur in practical environment and advisors must be evolved to ensure it discards bad data or debugged to ensure optimal performance of smart advisors.
- **Ticket management and Help desk:** Access Aquasight help desk will operate 8:00 am to 5:00 pm EST during weekdays for any issues such as user access, applications and/or routine troubleshooting. Any high priority issue Aquasight will address in 1-to-4-hour time frame depending on type and nature of this issue during business hours and during weekend and holidays within 24-to-48-hour time frame.
- **SAMI:** Alert's system that manages e-mails, notifications, alert statistics, thresholds management and user settings.
- **Bug fixes:** If we detect any issues or bugs in optimal running of software or technology, Aquasight will fix free of cost and repair those bugs.
- **Data polling maintenance:** Polling software is installed in virtual machine within Santa Fe Public Works. When tag names are changed and database connections are reconfigured, this require polling software to be updated. Public Works should inform or discuss with Aquasight

Appendix D: Project Fee

before making changes on setting and access credentials which may disrupt the flow of data streaming to APOLLO™.

- **Free feature upgrade as part of APOLLO™ product roadmap:** Aquasight continuously evolves its technology and features for driving more value to customers. Such features will be available for free at no additional cost if they are part of the standard product roadmap.



Rain For Rent
2495 Lakeside Dr
Las Cruces, NM, 88007
575-524-0879
rainforrent.com
kconnell@rainforrent.com

BUCKMAN DIRECT DIVERSION

Account: 134939
341 CAJA DEL RIO RD Dba City Of Santa Fe
Santa Fe, NM, 87506
Michael Dozier
505-577-1132
Mldozier@santafenm.gov

Dear Michael Dozier,

Thank you for your inquiry. As requested, please find attached our proposal 1101-IND-2113715 for City of Santa Fe WWTP. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order **WITHOUT ANY CHANGES**, please click the "Start Signing" button to begin the electronic signature process.

If you would like to **CHANGE** anything in this proposal or discuss anything further, please call Kimbro Connell at 575-524-0879.

Thank you, and I look forward to working with you.

Regards,

Kimbro Connell
kconnell@rainforrent.com
Mobile: 505-436-0920
Branch: 575-524-0879
2495 Lakeside Dr
Las Cruces, NM, 88007



Project Name	City of Santa Fe WWTP	Jobsite	City of Santa Fe WWTP
Date Prepared	3/22/2024	Est. Delivery Date	4/1/2024
Prevailing Wage	No	Est. Completion Date	4/1/2025

Project Location
73 Paseo Real Santa Fe, NM, 87507

Project Description and Overview

PROJECT DESCRIPTION

Quoted as 28day cycle rental

Does not include applicable sales tax or services

PROJECT OVERVIEW

Provide pump and filtration equipment for max flows of 5mgd at final clarification.

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following: Provide pump and filtration equipment for max flows of 5mgd at final clarification. (2) 60-4SK, (1) 48-4SK, DV200E pump, HDPE pipe and misc fittings.
Delivery, installation, removal, pickup of all quoted materials/equipment

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:
Job Walk(s) 3-13-2023

Operating Parameters

System includes: Sand Media
System is designed to operate at a flow rate of 5mgd peak @ 80tdh
The water source location will be clariflor and discharging at location after clariflor. .

Customer Responsibilities

It is the customer’s responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:

Customer is responsible for:

1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.



- Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

System:

- Customer will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, relocating, cleaning, and reloading of provided equipment/system. Equipment must be capable of lifting 9000 Lbs.
- If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): <https://rainforrentcorp.box.com/v/systemtransferoperation>
- Customer will provide fueling.
- Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. <https://rainforrentcorp.box.com/v/pumpmaintenance>
- Customer will supply all needed water for the commissioning, startup, and system testing. Project specific criteria for hydrotesting can be provided at an additional charge.
- By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.
- RFR recommends a small-scale trial run of this product application to ensure system effectiveness. RFR does not warranty the water quality or degree of filtration. At customer request, RFR can perform a Total Suspended Solids (TSS) bench test to better select the appropriate media for optimized filtration effectiveness. Customer will be responsible for the cost of all media.
- The customer will be designated as the generator for all liquid/solids processed with the use of RFR equipment. All used filtration media, such as carbon, sand, cartridges, bags, coalescing packs, etc. becomes the property of customer and is the responsibility of customer for proper disposal.
- To activate carbon, customer will need to pre-soak for 24 hours.
- RFR has not included the cost of the removal and regeneration for non-hazardous carbon. Customer is responsible for TCLP sample for TCLP VOC's, TCLP SVOC's, TCLP RCRA 8, pH. <https://rainforrentcorp.box.com/v/carbongenerator> If the carbon is deemed hazardous and cannot be regenerated, customer is responsible for additional disposal costs and/or final disposal. No media or materials will leave the site unless the TCLP RCRA 8 has been received and deemed non-hazardous unless otherwise noted.
- RFR equipment/vessels will be taken off rent when the required testing has been submitted and accepted by RFR/Source Carbon Supplier for recycling and or disposal. Vessels cannot be removed until we receive and accept the testing that indicates the carbon is deemed NON-HAZARDOUS. At that time, the equipment will be taken off rent and be scheduled for pick-up from the site. Should the carbon be deemed HAZARDOUS the customer will be responsible to pay a third party for the chain of custody, transportation, and disposal of this material.
- Additional cleaning and/or inspections may be required if tested material is deemed anything besides non-hazardous.

Customer is responsible for:

- Any work in confined spaces.
- Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
- Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.

Upon Pickup:

Contact the RFR office at 575-524-0879 to schedule pickup when equipment/system is cleaned and ready to be released.

Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent. RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up. e picked up.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 14 days prior to delivery.

Estimated schedule durations:

- Mobilization: 2 days
- Installation: 3 days
- Operation: TBD
- Removal: 2 days
- Demobilization: 1 day
- System Rental Duration: 1 year or more

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may



Rain For Rent
Sales Rep: Kimbro Connell

BUCKMAN DIRECT DIVERSION
Account: 134939
Proposal: 1101-IND-2113715

apply subject to mutually agreed upon change order.

Billing

1. This is an estimate only. Actual Time and Material used for this job will be billed to the customer. Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement. A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.



PROJECT COSTS	
Estimated Rental Total	\$21,159.93
Estimated Environmental Recovery Fees	\$687.70
Total Estimated Recurring Charges	\$21,847.63
PROJECT COSTS	
Estimated Sale Total	\$9,479.40
SERVICES	
Estimated Delivery	\$14,818.04
Estimated Installation	\$13,883.00
Estimated Removal	\$8,018.00
Estimated Pickup	\$2,618.04
GRAND TOTAL	\$70,664.11

-Estimated costs do not include taxes

-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name

Customer Signature

Date

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

RPP	\$3,174.00	Accept <input type="radio"/>	Decline <input type="radio"/>
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INITIAL

Created Date: 3/20/2024



Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel>. An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at 400 hours of runtime or as required by manufacturer specifications, if less than 400 hours. Labor will be billed on a time and materials basis, portal to portal from nearest Rain for Rent location. Prorated billing will occur if rental is returned prior to 400 hours. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancelation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below. 1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 15 percent (15%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence. 2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment. 3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires. 4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.











Emergency Determination Form WW AO Support

Final Audit Report

2024-04-04


Created:	2024-04-03
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf0L7Wg8VU-YEpL4sCq3jWDcINOsdZI3

"Emergency Determination Form WW AO Support" History


-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-04-03 - 10:59:58 PM GMT
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-04-03 - 11:02:57 PM GMT
-  Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature
2024-04-03 - 11:02:57 PM GMT
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2024-04-03 - 11:02:57 PM GMT
-  Document emailed to jwblair@santafenm.gov for signature
2024-04-03 - 11:02:57 PM GMT
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-04-03 - 11:02:57 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2024-04-03 - 11:03:35 PM GMT
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2024-04-03 - 11:03:48 PM GMT - Time Source: server
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-04-03 - 11:13:44 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-04-03 - 11:13:54 PM GMT - Time Source: server

 Email viewed by jwblair@santafenm.gov

2024-04-04 - 0:02:24 AM GMT

 Signer jwblair@santafenm.gov entered name at signing as John Blair

2024-04-04 - 0:09:49 AM GMT

 Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2024-04-04 - 0:09:51 AM GMT - Time Source: server

 Document e-signed by John Dupuis (jedupuis@santafenm.gov)

E-signature obtained using URL retrieved through the Adobe Acrobat Sign API

Signature Date: 2024-04-04 - 4:44:29 PM GMT - Time Source: server

 Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-04-04 - 4:46:21 PM GMT

 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-04-04 - 4:49:48 PM GMT - Time Source: server

 Agreement completed.

2024-04-04 - 4:49:48 PM GMT

**City of Santa Fe
Emergency Determination Form**



The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, City of Santa Fe

Department Director: John Dupuis

Department Contact: P. Fred Heerbrandt, P.E.

Department Telephone Number: 505-955-4623

City of SF Chief Procurement Officer: Travis Dutton-Leyda, CPO

Telephone Number: (505) 629-8351

II. A. Name of Contractor: AquaSight

Address of Contractor: 1650 W. Big Beaver Rd., Troy MI 48084

Amount of prospective contract: \$350,000.00

Term of prospective contract: Three years

B. Name of Contractor: Great Western Electrical

Address of Contractor: 3310 Girard NE, Albuquerque, nm 87107

Amount of prospective contract: \$155,690.08

Term of prospective contract: One year

C. Name of Contractor: Carollo Engineers, Inc.

Address of Contractor: P. O. Box 30835, Salt Lake City, UT 84130-0835

Amount of prospective contract: \$80,000.00

Term of prospective contract: One year

D. Name of Contractor: ITSQUEST Staffing

Address of Contractor: 1012 Marquez Pl Ste 301B, Santa Fe, NM 87505

Amount of prospective contract: \$264,463.70

Term of prospective contract: One year and two months

E. Name of Contractor: Hazen and Sawyer

Address of Contractor: 100 Sun Ave. NE, Suite 206, Albuquerque, NM 87109

Amount of prospective contract: \$2,718,000.00

Term of prospective contract: 2.5 years

F. Name of Contractor: A.A.C. Construction, LLC

Address of Contractor: 18 La Luna Rd, Santa Fe, NM 57507

Amount of prospective contract: \$2,465,837.04

Term of prospective contract: Two Years

G. Name of Contractor: Molzen Corbin

Address of Contractor: 2701 Miles Rd. SE, Albuquerque, NM 87106

Amount of prospective contract: \$180,000

Term of prospective contract: Two Years

H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)

Address of Contractor: 2495 Lakeside Drive, Las Cruces, NM 88007

Amount of prospective contract: \$903,214.87

Term of prospective contract: Three Years

GRAND TOTAL: \$7,117,250.69

The attached contractors and their associated scopes of work will assist City staff in bringing the wastewater reclamation facility into compliance.

Location of Services: Paseo Real Wastewater Reclamation Facility, 73 Paseo Real, Santa Fe, NM 87507

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

- 1. Emergency funding request to remediate issues currently affecting the WWTF**
 - a. Contractors: Hazen and Sawyer (\$2.7M), AAC construction (est.\$2.5M), Carollo (\$80k), Aquasight (\$350k), ITSQuest (scheduler \$264k), Great Western (\$156k), Molzen Corbin (\$180k), Rain for Rent (\$903K)**
 - b. Improvements Plan**
 - Quarterly Reporting disconnect
 - Weekly Meetings with NMED
 - Unit Process Operating Strategy documentation (Carollo/Hazen)
 - Instrumentation Implementation
 - Model Development/SCADA Integration
 - Sample and Reporting External Support
 - Advanced SCADA for Each Process
 - Unit Process Improvements

See attached proposals and scopes of work for details.

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, § 13-1-127.

The United States Environmental Protection Agency (EPA) has issued an Administrative Order (AO) issued to the City of Santa Fe for violations of the Clean Water Act (CWA) (33 U.S.C. §§ 1251-1387). The violations were identified during a review of the permit file and discharge monitoring reports submitted for the Paseo Real Wastewater Reclamation Facility. The violations alleged are for failure to meet permit effluent limitations. This AO does not assess a monetary penalty; however, it does require compliance with applicable federal regulations.

Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission (WQCC)' regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA.

To facilitate the most efficient response to these regulators, the City requires emergency procurement to develop a plan and to implement that plan to bring the Paseo Real Wastewater Reclamation Facility into compliance as soon as is feasible to do so.

EPA Region 6 Administrative Order Attached.

- III. 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.).

By immediately bringing these contractors in to perform their requested scopes of work, we can begin to bring the facility into compliance, thereby eliminating or minimizing the associated risks to public health and safety associated with the non-compliant discharge.

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

It is our goal and desire to prevent the conditions that precipitated the need for this emergency procurement by implementing the measures afforded by this emergency procurement.

Certified by:



City Chief Procurement Officer, Travis Dutton-Leyda

Apr 3, 2024

Date

City Approval by:



Department Director, John Dupuis

Apr 4, 2024

Date

Marcos Martinez
Marcos Martinez (Apr 3, 2024 17:03 MDT)

City Attorney, Erin McSherry

Apr 3, 2024

Date

John Blair
John Blair (Apr 3, 2024 18:09 MDT)

City Manager, John Blair

Apr 3, 2024
Date

Emily K. Oster

Finance Director, Emily Oster

Apr 4, 2024
Date

Note: All emergencies must be posted to the SPD website:

<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx>

and the City of Santa Fe's website:

<https://santafenm.gov/finance-2/purchasing-1/solicitations>



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6
FINDINGS OF VIOLATION AND COMPLIANCE ORDER
Docket Number: CWA-06-2024-1745; NPDES Permit Number: NM0022292

STATUTORY AUTHORITY

The following findings are made, and Order issued under the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 309(a) of the Clean Water Act (Act), 33 U.S.C. § 1319(a). The Administrator of EPA delegated the authority to issue this Order to the Regional Administrator of EPA Region 6, who further delegated this authority to the Director of the Enforcement and Compliance Assurance Division.

FINDINGS

1. The City of Santa Fe (Respondent) is a municipality which was incorporated under the laws of the State of New Mexico, and as such, is a "person" as that term is defined at Section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.
2. At all times relevant to this Order (all relevant times), Respondent owned or operated a municipal wastewater treatment facility located at Airport Road, Santa Fe, Santa Fe County, New Mexico, 87504 (facility), and was, therefore, an "owner or operator" within the meaning of 40 C.F.R. § 122.2.
3. At all times relevant, the facility was a "point source" of a "discharge" of "pollutants" with its municipal wastewater to the receiving waters of Santa Fe River in Segment No. 20.6.4.113 of the Rio Grande Basin which are "waters of the United States" within the meaning of Section 502 of the Act, 33 U.S.C. § 1362, and 40 C.F.R. § 122.2.
4. Because Respondent owned or operated a facility that acted as a point source of discharges of pollutants to waters of the United States, Respondent and the facility were subject to the Act and the National Pollutant Discharge Elimination System (NPDES) program.
5. Under Section 301 of the Act, 33 U.S.C. § 1311, it is unlawful for any person to discharge any pollutant from a point source to waters of the United States, except with the authorization of, and in compliance with, an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.
6. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. Any such discharge is subject to the specific terms and conditions prescribed in the applicable permit.
7. Respondent applied for and was issued NPDES Permit No. NM0022292 (herein the permit) under Section 402 of the Act, 33 U.S.C. § 1342, which became effective on September 1, 2021, and expires on August 31, 2026. At all relevant times, Respondent was authorized to discharge pollutants from the facility to waters of the United States only in compliance with the specific terms and conditions of the permit.
8. Part I.A of the permit places certain limitations on the quality and quantity of effluent discharged by Respondent. The relevant discharge limitations are indicated in the attached Table A.
9. Part I.C. of the permit requires the Respondent to sample and test its effluent and monitor its compliance with permit conditions according to specific procedures, in order to determine the facility's compliance or noncompliance with the permit and applicable regulations. It also requires the Respondent to file with EPA certified Discharge Monitoring Reports (DMRs) of the results of monitoring, and Noncompliance Reports when appropriate.
10. Certified DMRs filed by the Respondent with EPA in compliance with the permit show discharges of pollutants from the facility that exceed the permitted effluent limitations established in Part I.A of the permit, as specified in the attached Table B.
11. Each instance in which Respondent discharged pollutants to waters of the United States in amounts exceeding the effluent limitations contained in the permit is a violation of the permit and Section 301 of the Act, 33 U.S.C. § 1311. Each violation of the conditions of the permit or regulations described above is a violation of Section 301 of the Act, 33 U.S.C. § 1311.
12. Administrative Order (AO) Docket Number CWA-06-2019-1773 was issued on March 29, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on May 31, 2019.
13. Administrative Order (AO) Docket Number CWA-06-2019-1818 was issued on August 26, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on October 23, 2019.
14. Administrative Order (AO) Docket Number CWA-06-2021-1725 was issued on June 1, 2021, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on June 11, 2021.

SECTION 309 (a)(3) COMPLIANCE ORDER

Based on the foregoing Findings and pursuant to the authority of Section 309 of the Act, EPA hereby orders Respondent to take the following actions:

- A. Within thirty (30) days of the effective date of this Order, Respondent shall submit a list of the specific actions taken to correct the reporting and effluent violations cited in this Order.
- B. Within thirty (30) days of the effective date of this Order, Respondent shall provide written certification to EPA, Region 6 that the violations cited herein have been corrected and that the facility is in compliance with the requirements of the permit.
- C. In the event that Respondent believes complete correction of the violations cited herein is not possible within thirty (30) days of the effective date of this Order, Respondent shall, within thirty (30) days of the effective date of this Order, submit a comprehensive written plan for the elimination of the cited violations within the shortest possible time for EPA review. Such plan shall describe in detail the specific corrective actions to be taken and why such actions are sufficient to correct the violations. The plan may include interim corrective measures to address effluent limit violations as quickly as possible followed by subsequent permanent measures. The plan shall include a detailed schedule for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.
- D. If Respondent would like to arrange a meeting with EPA to discuss the allegations in this Order, it should contact EPA within forty-five (45) days of the effective date of this Order. The meeting will be held at the Region 6 offices, 1201 Elm Street, Dallas, Texas, and Respondent can provide any information it believes is relevant to this Order. Respondent shall submit to EPA all information or materials it considers relevant to EPA at least ten (10) days prior to the meeting.
- E. To arrange a meeting, or to ask questions or comment on this matter, please contact Ms. Mona Tates, of my staff, at (214) 665-7152 or tates.mona@epa.gov.
- F. Any information or correspondence submitted by Respondent to EPA under this Order shall be addressed to the following:

Ms. Nancy Williams
williams.nancy@epa.gov

and

Ms. Mona Tates
tates.mona@epa.gov

GENERAL PROVISIONS

Issuance of this Section 309(a)(3) Compliance Order shall not be deemed an election by EPA to forego any administrative, judicial, civil or criminal action to seek penalties, fines, or any other relief appropriate under the Act for the violations cited herein, or other violations that become known to EPA. EPA reserves the right to seek any remedy available under the law that it deems appropriate.

Respondent may seek federal judicial review of the Order pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

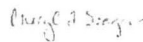
Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

This Order does not constitute a waiver or modification of the terms or conditions of Respondent's NPDES permit, which remains in full force and effect. Compliance with the terms and conditions of this Order does not relieve Respondent of its obligation to comply with any applicable federal, state, or local law or regulation.

The effective date of this Order is the date it is received by the Respondent.

March 4, 2024

Date



Digitally signed by Cheryl T.
Seager
Date: 2024.03.04 16:05:14
-06'00'

Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

MEMORANDUM

DATE: *May 6, 2024*

TO: *Mayor Alan Webber and City Council
Finance Committee
Public Works Public Utilities
Committee*

FROM: *Michael Dozier, WWMD Director MD*

VIA: *John Dupuis, Public Utilities Director JD*

ITEM: Emergency Determination and Administrative Order Response

ISSUE:

Request Authorization to Complete the Paseo Real Water Reclamation Facility Administrative Order Emergency Project to ensure compliance with National Pollutant Discharge Elimination System (NPDES) and Discharge Permits and associated Contract approvals (Public Utilities Department/John Dupuis, Michael Dozier)

ISSUE:

In reference to the Paseo Real Water Reclamation Facility Administrative Order Emergency Project, the Public Utilities Department has submitted an Emergency Determination Form for emergency procurement to implement a comprehensive plan that provides interim corrective measures and for the long-term success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) necessary to ensure compliance with NPDES and Discharge Permits within the shortest possible time. The referenced Administrative Order (AO), which the City received on March 6th, 2024 from the U.S. Environmental Protection Agency (EPA) Region 6, is attached and requires within 30 days the submission of the comprehensive written plan for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

The scope of work from each vendor included with the Emergency Determination Form, and attached, is a natural progression of the extensive evaluation and improvements-initiated April 2024 and would have been implemented over a reasonable timeframe. The emergency procurement, this request for authorization, and accompanying Budget Adjustment Request (BAR) are responsive to the requirement for the elimination of the violations within the shortest possible time. These actions included as part of the comprehensive plan will clearly communicate our commitment to complete this project within the shortest possible time, averts unnecessary enforcement escalation, and begins to restore the trust of the public and our regulators.

The comprehensive plan focuses on improving current data collection, regulatory compliance, operational knowledge management / transfer, and management practices at the PRWRF, combined with selective capital improvements to existing PRWRF facilities. This comprehensive plan can be broken down into the following nine (10) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.
2. Support the City's external communications and regularly establish weekly updates to improve communication and restore trust with Regulators.
3. Build a comprehensive base of knowledge & management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.
4. Improve PRWRF laboratory practices, data management, workflows, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.
5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected, and rectify gaps to improve process monitoring and control.
6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.
7. Develop continuous modeling results incorporated into an advanced SCADA interface at the PRWRF to simulate and help optimize treatment plant operations and management.
8. Develop tools for simulation, testing, and operation of proposed changes to plant operations and enable remote operational support for emergency conditions.
9. Short-term treatment plant improvement projects. Examples of these limited scope projects include installing a new mechanical bar screen the already procured by the City, restoring two (2) former traveling bridge filter systems to working condition, or portable container-based sand filtration equipment and related pumping capability.
10. Additional support to complete the items above including process engineering alternatives development and review, project management and scheduling support, construction related support and services, training support, and related items or equipment.

Below is a list of the contractors that to date have provided a proposal/scope of work, the amount of the prospective contract, and the term of the prospective contract that, once authorized, will be negotiated, and executed as quickly as possible.

A. Name of Contractor: AquaSight
Amount of prospective contract: \$350,000.00
Term of prospective contract: Three years

B. Name of Contractor: Great Western Electrical
Amount of prospective contract: \$155,690.08
Term of prospective contract: One year

C. Name of Contractor: Carollo Engineers, Inc.
Amount of prospective contract: \$80,000.00
Term of prospective contract: One year

D. Name of Contractor: ITSQUEST Staffing
Amount of prospective contract: \$264,463.70
Term of prospective contract: One year and two months

E. Name of Contractor: Hazen and Sawyer
Amount of prospective contract: \$2,718,000.00
Term of prospective contract: 2.5 years

F. Name of Contractor: A.A.C. Construction, LLC
Amount of prospective contract: \$2,465,837.04
Term of prospective contract: Two Years

G. Name of Contractor: Molzen Corbin
Amount of prospective contract: \$180,000.00
Term of prospective contract: Two Years

H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)
Address of Contractor: 2495 Lakeside Drive, Las Cruces, NM 88007
Amount of prospective contract: \$903,214.87
Term of prospective contract: Three Years

The current total prospective contract amount is **\$7,117,205.69**. Contract attached for signature is Western Oilfields Supply Co. dba Rain for Rent.

The total budget amount requested is **\$8,000,000**. Due to the critical nature of the funding and schedule for completion of the project, the Public Utilities Department requests authorization to the City Manager to negotiate and execute all necessary contracts and purchase orders to expedite project initiation. Once a contract is executed, the results will be reported to the Governing Body.

ACTION REQUESTED:

Request Approval of the of contracts with Western Oilfields Supply Co. dba Rain for Rent in the amount of \$903,214.87.

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Rain for Rent (Western Oilfields Supply Co.)

Procurement/contract Title: Paseo Real Water Reclamation Facility

Procurement Method/Vehicle: Sole Source State Price Agreement/Existing Cooperative Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98

Small Purchase (Contract Under \$60,000) Other: Emergency Procurement

Requesting Department: PUD/WWMD

Staff Name: Michael Dozier

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: Emergency: 40-M0087-23-EM074	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
	<input checked="" type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

<u>Michael Dozier</u> <small>Michael Dozier (May 10, 2024 08:57 MDT)</small>	<u>Wastewater Director</u>	<u>9 May 2024</u>
Department Point of Contact	Title	Date
<u>Michael Dozier</u> <small>Michael Dozier (May 10, 2024 08:57 MDT)</small>		<u>9 May 2024</u>
Department Director		Date
		<u>May 17, 2024</u>
Chief Procurement Officer		Date
ITT Representative	Title	Date

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Rental Equipment

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Western Oilfields Supply Company dba Rain for Rent** herein after referred to as the "Contractor."

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-127 and

The City and the Contractor hereby agree as follows:

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.

2. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by this contract and any amendments thereof to build upon the improvements initiated in April 2024. The emergency procurement, this request for authorization, and accompanying Budget Adjustment Request (BAR) respond to the requirement that the City eliminate violations identified by the EPA and NMED within the shortest possible time. These actions, included as part of a comprehensive plan, will demonstrate our commitment to complete this project within the shortest possible time in the most efficient way possible.

The comprehensive plan focuses on improving current data collection, regulatory compliance, operational knowledge management / transfer, and management practices at the Paseo Real Water Reclamation Facility (PRWRF), combined with selective capital improvements to existing PRWRF facilities.

This comprehensive plan can be broken down into the following ten (10) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.
2. Support the City's external communications and regularly established weekly updates to improve communication with Regulators.
3. Build a comprehensive base of knowledge & management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.
4. Improve PRWRF laboratory practices, data management, workflow, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.
5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected, and rectify gaps to improve process monitoring and control.
6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.
7. Develop continuous modeling results incorporated into an advanced SCADA interface at the PRWRF to simulate and help optimize treatment plant operations and management.
8. Develop tools for simulation, testing, and operation of proposed changes to plant operations and enable remote operational support for emergency conditions.
9. Short-term treatment plant improvement projects. Examples of these limited scope projects include installing a new mechanical bar screen the already procured by the City, restoring two (2) former traveling bridge filter systems to working condition, or portable container-based sand filtration equipment and related pumping capability.
10. Additional support to complete the items above including process engineering alternatives development and review, project management and scheduling support, construction related support and services, training support, and related items or equipment, as described in the Contract Documents.

The Contractor's scope of work includes support for plan item #9 above by providing pump and filtration equipment for max flows of 5mgd at final clarification.

See quotation 1101-IND-2119008 attached and incorporated as Attachment A for details.

3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here:

PROJECT COSTS

Estimated Rental Total \$21,159.93
Estimated Environmental Recovery Fees \$687.70
Total Estimated Recurring Charges \$21,847.63

Estimated yearly rental cost: \$284,799.46

PROJECT COSTS

Estimated Sale Total \$9,479.40

SERVICES

Estimated Delivery \$14,818.04
Estimated Installation \$13,883.00
Estimated Removal \$8,018.00
Estimated Pickup \$2,618.04

Rental Protection Plan (per rental cycle) \$3,174.00

One rental cycle is 28 days. The total compensation under this Contract shall not exceed one million dollars (\$1,000,000.00) including New Mexico gross receipts tax. The City agrees to pay applicable gross receipts tax which shall be listed on Contractor's invoice as a separate line item.

4. Payment Provisions

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

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

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

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **three (3) years from date of final signature**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152. If the term extends beyond the initial three year duration, the prices may be adjusted upward or downward in an amount that is mutually agreed upon in writing by the City and Contractor and is reflective of then current market conditions, subject to the availability of appropriations.

6. **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. Payment obligations for either party are not affected by force majeure events.

7. **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**.

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

2) 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.

3) 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, including removal labor and pick up hauling charges, 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.

8. Amendment

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

B. If the 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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. Notwithstanding the foregoing, warranty on rental equipment and related services is only valid during the rental period. Warranty on new sales items will be per the manufacturer's warranty.

15. Condition of Proposed Items

Where tangible personal property is a part of this Contract, all proposed items are to be NEW (rental equipment will not be new), unless otherwise specified.

16. 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.

17. 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 legislature, 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.

18. 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.

19. 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.

20. 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, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the 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.

21. Approval of Contractor Representative(s)

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

22. 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. In the event of a conflict between this contract and any quote or exhibit, this Contract will control.

23. 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.

24. 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.

25. 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 arising out of or otherwise resulting from this Contract. The Contractor shall not be liable for any injury or damage as a result of any grossly negligent act, willful misconduct or omission committed by the City, its officers or employees. The City shall be responsible for any loss or damage to Contractor's rental equipment, excluding normal wear and tear, and excluding loss or damage caused by Contractor.

26. 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, Section 41-4-1, et. seq. NMSA 1978, 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.

27. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, 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.

28. 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.

29. Incorporation by Reference and Precedence

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any 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.

30. 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.

31. Inspection

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

32. Inspection of Services

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

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

F. 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.

G. 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.

H. 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:

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

I. 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:

- (1) 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
- (2) terminate the contract for default.

33. 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.

J. **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 City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

L. **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.

M. 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.

34. Impracticality of Performance

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within

the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. Invalid Term or Condition

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

36. Enforcement of 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.

37. Patent, Copyright and Trade Secret Indemnification

N. 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:

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

O. 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:

- 1) 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;
- 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 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.

38. Survival

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

39. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any 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.

40. 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. In

event such suspension, delay or interruption of work goes beyond a twelve month duration, the price may be adjusted upward or downward in an amount that is mutually agreed in writing upon by the City and Contractor and is reflective of then current market conditions.

41. 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 the City:
Michael Dozier
Wastewater Management Division
73 Paseo Real, Santa Fe NM, 87507
1(505) 955-4642
mldozier@santafenm.gov

To the Contractor:
Contracts Department
Mobile: 661-399-9124
Branch: 575-524-0879
3404 State Road
Bakersfield, CA 93308

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.

To the Contractor:
Contracts Department
Mobile: 661-399-9124
Branch: 575-524-0879
3404 State Road
Bakersfield, CA 93308


42. Succession

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

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

CITY OF SANTA FE:

CONTRACTOR:
Western Oilfields Supply Company dba Rain for Rent


Alan Webber (May 31, 2024 08:34 MDT)
ALAN WEBBER, MAYOR


Tommy Mai (May 6, 2024 10:41 PDT)
TOMMY MAI, DIRECTOR OF CONTRACTS

DATE: May 31, 2024

DATE: May 6, 2024

CRS# _____

Registration # _____

ATTEST:


GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 05/29/24 *XIV*

CITY ATTORNEY'S OFFICE:


Marcos Martinez (May 6, 2024 11:42 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


FINANCE DIRECTOR



Rain For Rent

2495 Lakeside Dr
Las Cruces, NM, 88007
575-524-0879
rainforrent.com
kconnell@rainforrent.com

CITY OF SANTA FE MUNICIPALITY

Account: 143425
PO BOX 909
Santa Fe, NM, 87504

Dear ,

Thank you for your inquiry. As requested, please find attached our proposal 1101-IND-2119008 for City of Santa Fe WWTP. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Kimbro Connell at 575-524-0879.

Thank you, and I look forward to working with you.

Regards,

Kimbro Connell
kconnell@rainforrent.com
Mobile: 505-436-0920
Branch: 575-524-0879
2495 Lakeside Dr
Las Cruces, NM, 88007



Project Name	City of Santa Fe WWTP	Jobsite	City of Santa Fe WWTP
Date Prepared	4/25/2024	Est. Delivery Date	4/29/2024
Prevailing Wage	No	Est. Completion Date	4/30/2025

Project Location
73 Paseo Real Santa Fe, NM, 87507

Project Description and Overview

PROJECT DESCRIPTION

Quoted as 28day cycle rental

Does not include applicable sales tax or services

PROJECT OVERVIEW

Provide pump and filtration equipment for max flows of 5mgd at final clarification.

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following: Provide pump and filtration equipment for max flows of 5mgd at final clarification. (2) 60-4SK, (1) 48-4SK, DV200E pump, HDPE pipe and misc fittings.
Delivery, installation, removal, pickup of all quoted materials/equipment

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:
Job Walk(s) 3-13-2023

Operating Parameters

System includes: Sand Media
System is designed to operate at a flow rate of 5mgd peak @ 80tdh
The water source location will be clariflor and discharging at location after clariflor. .

Customer Responsibilities

It is the customer’s responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:

Customer is responsible for:

1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.



- Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

System:

- Customer will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, relocating, cleaning, and reloading of provided equipment/system. Equipment must be capable of lifting 9000 Lbs.
- If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): <https://rainforrentcorp.box.com/v/systemtransferoperation>
- Customer will provide fueling.
- Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. <https://rainforrentcorp.box.com/v/pumpmaintenance>
- Customer will supply all needed water for the commissioning, startup, and system testing. Project specific criteria for hydrotesting can be provided at an additional charge.
- By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.
- RFR recommends a small-scale trial run of this product application to ensure system effectiveness. RFR does not warranty the water quality or degree of filtration. At customer request, RFR can perform a Total Suspended Solids (TSS) bench test to better select the appropriate media for optimized filtration effectiveness. Customer will be responsible for the cost of all media.
- The customer will be designated as the generator for all liquid/solids processed with the use of RFR equipment. All used filtration media, such as carbon, sand, cartridges, bags, coalescing packs, etc. becomes the property of customer and is the responsibility of customer for proper disposal.
- To activate carbon, customer will need to pre-soak for 24 hours.
- RFR has not included the cost of the removal and regeneration for non-hazardous carbon. Customer is responsible for TCLP sample for TCLP VOC's, TCLP SVOC's, TCLP RCRA 8, pH. <https://rainforrentcorp.box.com/v/carbongenerator> If the carbon is deemed hazardous and cannot be regenerated, customer is responsible for additional disposal costs and/or final disposal. No media or materials will leave the site unless the TCLP RCRA 8 has been received and deemed non-hazardous unless otherwise noted.
- RFR equipment/vessels will be taken off rent when the required testing has been submitted and accepted by RFR/Source Carbon Supplier for recycling and or disposal. Vessels cannot be removed until we receive and accept the testing that indicates the carbon is deemed NON-HAZARDOUS. At that time, the equipment will be taken off rent and be scheduled for pick-up from the site. Should the carbon be deemed HAZARDOUS the customer will be responsible to pay a third party for the chain of custody, transportation, and disposal of this material.
- Additional cleaning and/or inspections may be required if tested material is deemed anything besides non-hazardous.

Customer is responsible for:

- Any work in confined spaces.
- Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
- Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.

Upon Pickup:

Contact the RFR office at 575-524-0879 to schedule pickup when equipment/system is cleaned and ready to be released.

Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent. RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up. e picked up.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 14 days prior to delivery.

Estimated schedule durations:

- Mobilization: 2 days
- Installation: 3 days
- Operation: TBD
- Removal: 2 days
- Demobilization: 1 day
- System Rental Duration: 1 year or more

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may



Rain For Rent
Sales Rep: Kimbro Connell

CITY OF SANTA FE MUNICIPALITY
Account: 143425
Proposal: 1101-IND-2119008

apply subject to mutually agreed upon change order.

Billing

1. This is an estimate only. Actual Time and Material used for this job will be billed to the customer. Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement. A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.



Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel>. An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at 400 hours of runtime or as required by manufacturer specifications, if less than 400 hours. Labor will be billed on a time and materials basis, portal to portal from nearest Rain for Rent location. Prorated billing will occur if rental is returned prior to 400 hours. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warrants the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancellation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MRSA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below. 1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 15 percent (15%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence. 2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment. 3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires. 4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: WESTERN OILFIELDS SUPPLY CO.
DBA: RAIN FOR RENT

Business Location: 3404 STATE RD
BAKERSFIELD, CA 93308

Owner:

License Number: 235009

Issued Date: April 02, 2024

Expiration Date: April 02, 2025

CRS Number: 01928399007

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

WESTERN OILFIELDS SUPPLY CO

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



Services Offered to the City of Santa Fe (9.2023)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- o ADA Accessibility Consulting Services
- o Auctioneering Services
- o Bulk Milling and Sorting
- o Call Center Services
- o Computer Refurbishing
- o Courier Services
- o Decontamination, Sanitation and Sterilization Services
- o Debris Removal
- o Document Imaging
- o Document Shredding
- o Envelope Stuffing
- o General Labor
- o Hard Drive Destruction
- o Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- o Landscape Irrigation
- o Landscaping
- o Mailing Services
- o Management of an Assistive Technology Reuse and Recycling Program
- o Meeting Minute Preparation Services
- o Pest Control and Extermination Services
- o Printing Services
- o Rest Area Maintenance
- o Screen Printing
- o Snow Removal
- o Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- o Graphic Design
- o Graphic Design - Logo Design
- o IT – Enterprise Application
- o IT – IV & V
- o IT Network and Database Management
- o IT Support
- o IT Security Services
- o IT – Web Design
- o IT – Web Programmer
- o Marketing
- o Social Media Marketing
- o Training Services

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CAC Specialty 320 Fillmore Street, Suite 200 Denver, CO 80206 www.cacgroup.com	CONTACT NAME: Elizabeth Baillie PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: elizabeth.baillie@cacgroup.com
	INSURER(S) AFFORDING COVERAGE
INSURED Western Oilfields Supply Co. DBA Rain for Rent 3404 State Road Bakersfield CA 93308	INSURER A: AIG Specialty Insurance Company
	INSURER B: National Union Fire Ins Co Pittsburgh PA
	INSURER C: AIU Insurance Company
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 87212220

REVISION NUMBER:

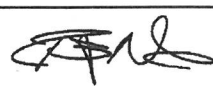
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	EG7172346	10/1/2025	10/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CA7568925 (AOS) CA7568927 (MA)	10/1/2025 10/1/2025	10/1/2026 10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ Nil			EGU7172347 Excess Liability Follows Form:GL, Auto, Employers'	10/1/2025	10/1/2026	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WC014111797 (AOS) WC6583223 (CA)	10/1/2025 10/1/2025	10/1/2026 10/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ADDENDUM

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe Wastewater Management Division 73 Paseo Real Santa Fe NM 87507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Grantland Rice IV
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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY CAC Specialty		NAMED INSURED Western Oilfields Supply Co. DBA Rain for Rent 3404 State Road Bakersfield CA 93308	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance (03/16)
HOLDER: City of Santa Fe Wastewater Management Division
ADDRESS: 73 Paseo Real Santa Fe NM 87507

When required by written contract, The City of Santa Fe, their officials, officers, employees, and agents is an Additional Insured in regard to General Liability and Auto Liability on a primary and noncontributory basis.
 When required by written contract, a Waiver of Subrogation applies in favor of the Additional Insured in regard to General Liability, Auto Liability and Workers Compensation.
 Written Notice of Cancellation applies per the attached endorsements.
 Excess Liability follows form.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2025
forms a part of Policy No. 756-89-25
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2025
forms a part of Policy No. 756-89-25
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

The City of Santa Fe, their officials, officers, employees, and agents



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2025
forms a part of Policy No. 756-89-25
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

- I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

The City of Santa Fe, their officials, officers, employees, and agents

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2025
forms a part of Policy No. 756-89-25
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

The City of Santa Fe, their officials, officers, employees, and agents



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 16

This endorsement, effective 12:01 AM: October 1, 2025

Forms a part of policy no.: EG 7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION, NONRENEWAL, OR COVERAGE REDUCTION TO ENTITIES
OTHER THAN THE NAMED INSURED ENDORSEMENT**

It is hereby agreed that the following is added to **SECTION IV - CONDITIONS:**

In the event that we cancel, non-renew or reduce coverage, except for the reduction of policy limits due to the payment of damages, medical expenses, claim expense or loss to this Policy, other than non-payment of premium, and

1. the effective date of the cancellation, non-renewal, or reduction in coverage is prior to this Policy's expiration date,
2. you are under an existing contractual obligation to notify a certificate holder when this Policy is canceled, non-renewed, or has a reduction in coverage (hereinafter, the "Certificate Holder(s)") and have provided to us, either directly or through your broker of record, the email address of a contact at each such entity, and
3. we received this information after you received notice of cancellation, non-renewal, or reduction in coverage of this Policy and prior to this Policy's effective date of cancellation, non-renewal, or reduction in coverage, via an electronic spreadsheet that is acceptable to us,

we will provide advice of cancellation, nonrenewal, or reduction in coverage (the "Advice") via e-mail to each such Certificate Holders within 30 days after you provide such information to us.

Proof of our emailing the Advice, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy, the cancellation of this Policy, the non-renewal or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

All other terms, conditions and exclusions remain the same.



**Authorized Representative
or countersignature (where required by law)**

ENDORSEMENT NO.14

This endorsement, effective 12:01 AM: October 1, 2025

Forms a part of policy no.: EG 7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY **By:**

AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGES A, B, C AND E ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY - DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT

It is hereby agreed as follows, solely as respects the designated person(s) or organization(s), **SECTION II - WHO IS AN INSURED, Applicable Coverages A, B, C and E,** paragraph 4 is deleted in its entirety and replaced with the following:

4. Except as respects to Coverage E-4, the designated person or organization scheduled below with whom you agreed to include as an insured, because of a written contract, written agreement, permit, written purchase order, or written certificate of insurance specifications that are entered into or agreed upon prior to an **occurrence, claim** or loss but only with respect to **bodily injury, property damage, environmental damage or personal and advertising injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, arising out of your operations, **your work,** equipment or premises leased, rented or owned by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

As respects vendors, this insurance does not apply to:

- a. **Bodily injury, property damage or environmental damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement,
- b. Any express warranty unauthorized by you,
- c. Any physical or chemical change in the product made intentionally by the vendor,
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container,
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products,

The City of Santa Fe, their officials, officers, employees, and agents

MNSCPT (09/22)

ENDORSEMENT NO. 14 (Continued)

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product,
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
- h. **Bodily injury, property damage or environmental damage** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs d. or f. above, or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

As respects a manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver, this insurance does not apply to:

(1) Any **occurrence** which takes place after the equipment lease expires or you cease to be a tenant.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

SCHEDULED ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S)

Blanket - As required by written contract, written agreement, permit, written purchase order, or written certificate of insurance specifications that are entered into or agreed upon prior to an **occurrence, claim** or loss.

As respects the coverage afforded to the Additional Insured, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such Additional Insured whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions remain the same.



Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 6

This endorsement, effective 12:01 AM, October 1, 2025

Forms a part of Policy No: EG 7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US ENDORSEMENT**

It is hereby agreed as follows:

SECTION IV - CONDITIONS, Paragraph 7. Transfer of Rights of Recovery Against Others to Us - Applicable to Coverages A, B, C and E is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

Where required by written contract or written agreement.

The City of Santa Fe, their officials, officers, employees, and agents

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

143296 (09/21)
CI6603

PAGE 1 OF 1

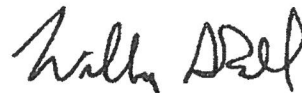
Workers' Compensation and Employers' Liability Policy

Named Insured WESTERN OILFIELDS SUPPLY COMPANY DBA RAIN FOR RENT 3404 STATE RD	Endorsement Number
	Policy Number Symbol: Number: WC014111797 – AOS
Policy Period 10/1/2025 TO 10/1/2026	Effective Date of Endorsement 10/1/2025
Issued By (Name of Insurance Company) AIU Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition** to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 10/01/2025 forms a part of Policy No. WC 014-11-1797

Issued to WESTERN OILFIELDS SUPPLY COMPANY DBA RAIN FOR

By A I U INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

- 1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
- 2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

The City of Santa Fe, their officials, officers, employees, and agents

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.



WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

**EXCESS WORKERS COMPENSATION
ENDORSEMENT**

This endorsement, effective 12:01 A.M. 10/01/2025 forms a part of
policy No. XWC 658-32-23 issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF SUBROGATION
(Version 3)

It is agreed that Section G. Recovery From Others, of Part One, Workers Compensation Insurance and Section F, Recovery From Others, of Part Two, Employers Liability Insurance are amended to include the following:

In the event of any payment under this policy for a loss for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

All other terms, conditions and exclusions shall remain the same.

The City of Santa Fe, their officials, officers, employees, and agents



AUTHORIZED REPRESENTATIVE

66900 (1/97)