





**Date:** December 11, 2024

**To:** Randy Randall, Interim City Manager

**From:** Steven Walker, Emergency Contract Manager   
JSW

**Via:** John Dupuis, PUD, Department Director   
JD

**Subject:** Amendment 1 to emergency contract to evaluate the Belt Filter Presses

**Vendor Name:** Andritz Separation Inc.  
**Vendor Number:** 3122

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**ITEM AND ISSUE:**

Public Utility respectfully requests your review and approval of amendment to General Services Contract between City of Santa Fe and Andritz Separation, Inc. to replace original Exhibit A (quote) with a new Exhibit A that corrects line-item errors. The compensation total amount of \$69,687.01 does not change.

**CONTRACT NUMBER:**

The FY25 Munis contract number is 3250261  
The FY25 Project ledger number is WWM245002

**BACKGROUND AND SUMMARY:**

To facilitate an efficient response to Administrative Order CWA-06-2024-1765 issued by the Environmental Protective Agency, we will have to repair this equipment that is not functioning properly, due to the extreme neglect. It is in the best interest of the City of Santa Fe to thoroughly service these three belt filter presses through the original manufacturer of the equipment to ensure that there are no major issues caused by the lack of maintenance.

If the City of Santa Fe is unable to operate and run these belt filter presses, due to differed maintenance over the years, this can create a backlog of biosolids. This backlog can bottleneck the treatment process that must waste (remove from the effluent) a portion of biosolids every day to ensure proper treatment. Failing this process allows solids to exit the plant with the effluent and causes regulatory violations and a possibility of health hazards to the public and environment.

To keep this backlog of biosolids from occurring, it is necessary to have Andritz Separation come and service their supplied belt filter presses to ensure Santa Fe Paseo Real WRF meets or exceeds the required effluent regulatory standards.

**Prior Approvals and Supporting Information:**

**PROCUREMENT METHOD:**

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

**Chief Procurement Officer (CPO)/Designee Approval:**  **Date:** Dec 12, 2024

**CPO Comment/Exceptions:** \_\_\_\_\_

**FUNDING SOURCE:**

**Fund Name/Number:** WW Enterprise/500

**Munis Org Name/Number:** CIP-5000375

**Munis Object Name/Number:** WIP Const/572970

**Budget Officer/Designee Approval:** N/A no change in budget **Date:** N/A

**Budget Officer/Designee Comment/Exceptions:** \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included? ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Vehicles included? ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Capital Asset or Project ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** No items over \$5000.00

**ATTACHMENTS:**, Procurement document: Emergency Determination, **Quote**, Certificate of Liability Insurance (COI), General Services Amend 1 Contract with new exhibit (quote), Original contract



**CITY OF SANTA FE  
AMENDMENT No. One TO  
General Services Contract  
ITEM# 240681\_**

This AMENDMENT No. One (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT (the "Contract"), effective as of the date of the final signature, between the City of Santa Fe (the "City") and Andritz Separation Inc. (the "Contractor"). 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 inspect and repair the City's belt presses at the Paseo Real Water Reclamation Facility (PRWRF).
- B. Pursuant to Article 7 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:

1. SCOPE OF WORK


Exhibit A, Quote No. 21097408 of the Original Contract is hereby replaced by the new attached Exhibit "A" Quote No. 21097408. The final compensation does not change.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

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

CITY OF SANTA FE:

  
Randy Randall (Dec 18, 2024 09:02 MST)  
Randy Randall, Interim City Manager

DATE: Dec 18, 2024


CONTRACTOR:

  
Ann Crossman (Dec 11, 2024 09:47 CST)  
Ann Crossman, Vice President of Finance


DATE: Dec 11, 2024

NMBTIN: 03-029610-00-2-GRT

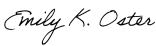
ATTEST:

  
ANDREA SALAZAR (Jan 02, 2025 09:17 MST)  
Andréa Salazar, City Clerk x/v

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Dec 11, 2024 09:36 MST)  
Senior Assistant City Attorney

APPROVED FOR FINANCES:

  
Finance Director



## QUOTATION

Customer: 142624

### **Santa Fe Wastewater Management**

73 Paseo Real

SANTA FE NM 87507-8482

Contact: **LeRoy Alvarado**

Fax: **+15059554677**

Copy to:

Your inquiry: **email**

Our quote no: **21097408**

Supplier:

Contact:

Phone:

Fax:

E-mail:

Date:

Sales

Responsible:

**Andritz Separation Inc.**

**Osiel Verastegui**

**+1 817 375 4405**

osiel.verastegui@andritz.com

**11/25/2024**

**GREEN, BRICE**

Dear LeRoy Alvarado,

We thank you for your inquiry and are pleased to quote as follows:

### **1. Scope of supply**

For 400201815 Heavy Duty Belt Press

Model: Heavy Duty Belt Press SMX 2,0

Serial number: 0751

400380055 Heavy Duty Belt Press

Model: Heavy Duty Belt Press SMX 2,0

Serial number: 133152771

400380056 Heavy Duty Belt Press

Model: Heavy Duty Belt Press SMX 2,0

Serial number: 133152466

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery

2. Billing Address for Invoice

3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.

4. Reference this quote number.

Freight for material is not included in pricing.

Please note currency is in US Dollars

Andritz Inc Standard Terms & Conditions apply



Our quote no: **21097408**

Returned goods require pre approval and are subject to restocking and inspection fees.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	FIELD SERVICE	100031977		1	EA	43,408.00	43,408.00

Please be advised this is an estimate only.  
Actual costs will be adjusted, based on the  
service tech's time sheet and expenses, and  
invoiced upon completion of the service trip. It  
will be necessary to receive your purchase  
order before we can confirm this trip in our  
service schedule.

**Labor:**

16 Travel Hours @ \$162.00/hr. = \$2,592.00  
32 Service Hours @ \$225.75/hr. = \$7,224.00  
10 Service Hours OT @ \$338.50/hr. =  
\$3,385.00  
10 Saturday Service Hours @ \$333.00/hr. =  
\$3,330.00  
Estimated Expenses = \$4,800.00

**\*\*Total amount is for two technicians\*\***

Estimate Shipment of toolbox = \$746.00  
estimate

Please see attached rate sheet.

Freight for parts is not included in this price.

**Explanation of Services:**

Technicians to perform preventive  
maintenance on 3 Heavy Duty Belt Presses

**Customer Responsibilities**

**\*\*Please have machine cleared and prepared  
for service.\*\***

>Customer shall have all new parts staged in  
close proximity of the machine.

>Customer to supply forklift and/or overhead  
lifting capabilities as needed.

>ANDRITZ will make every effort to control  
travel cost, but cannot control flight



Our quote no: 21097408

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	cancellations						
	**ANDRITZ is responsible for proper cleaning and gathering of all trash, replacement parts, used oil and grease as it pertains to the work being performed by ANDRITZ personnel and placing it in a customer designated area or dumpster. Customer is responsible for coordinating all disposal. All exceptions must be in writing and confirmed by ANDRITZ prior to the start of a service.**						
	**Any additional work/customer-requested services, including overtime and extra trips needed, will incur additional charges according to the Andritz standard rate sheet.**						
20	PRESS BELT	133133426		2	PC	2,124.15	4,248.30
30	PRESS BELT	132969749		2	PC	2,991.30	5,982.60
40	SHOWER BOX PUSH-ON SEAL , L 16.75 W 30.15 H 2300 MM , BUNA-N , 2,0M BFP/GBT	206141677		12	PC	94.80	1,137.60
50	SEAL ASSEMBLY , SLIDE-IN , , 13 X 75 , SHOWER BOX , L 13 W 75 H 2305 MM , BUNA-N , 2,0M BFP/GBT	206142852		4	PC	80.85	323.40
60	SIDE WALL SEAL , PUSH-ON , 3,5MM , L 16.75 W 30.15 H 3717 MM , 3717 LG , BUNA-N , BFP/GBT	206159217		4	PC	125.01	500.04
70	DOCTOR BLADE SYSTEM ASSEMBLY , 1.4307 , L 2620 W 135 H 54.2 MM , 2,0M QUANTUM PRESS	206173127		4	PC	60.42	241.68
80	SEAL , SLIDE-IN , 13 X 75 , HEADBOX , L 13 W 250 H 2020 MM , BUNA N , 2,0M QUANTUM PRESS	206144973		2	PC	371.36	742.72
90	PRESS BELT	131410889		1	PC	2,124.20	2,124.20
100	PRESS BELT	131410896		1	PC	2,465.82	2,465.82
110	SEAL 3 WIDE X 1/8 THK. X 90.5 LG, BUNA RAIL SEAL	300169925		8	PC	210.19	1,681.52
120	SEAL MOLDED 80IN. LONG DETAIL 06	131406116		1	PC	304.10	304.10
	#0#						



Our quote no: **21097408**

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
130	SEAL 137" LONG PUSH-ON, IN EPDM	131515943		2	PC	134.35	268.70
140	DISTRIBUTION CHUTE COVER SEAL, IN PU, 2.0M SMX-S8	131406353		1	PC	545.86	545.86
150	DOCTOR BLADE 2.0M SMX S8 EG LP #0#	131405516		2	PC	219.32	438.64
<b>Total Amount</b>						USD	64,413.18

\* S = Spare Parts, W = Wear Parts

**Technical contact:** Armando Alvarado /**Phone:** +1 817 419 1728 / armondo.alvarado@andritz.com

## Terms and Conditions

- 2. Delivery Time:**  
after receipt of order and any clarifications.
- 3. Terms of delivery:**  
Our terms of delivery are FCA Origin, PrePaid, Add, according to INCOTERMS 2020.
- 4. Terms of Payment:**  
Within 30 days Due net  
(1% default interest per month for delayed payment).
- 5. Validity of quotation:**  
This quotation is valid to 12/31/2024.

## Other Terms:

- 6. \*\*\*\*\***  
**COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of employees, Government orders, and temporary facility shutdowns, increase the cost or time for**



Our quote no: 21097408

**delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on Andritz's standard delivery dates and prices and do not account for the present and future schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.**

\*\*\*\*\*

**The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and delivery times in this order confirmation are indicative only. In case the crisis leads to any impacts on the delivery time or to a price increase of more than 5% of the order value after the date of the order confirmation, we reserve our right to adapt the prices and/or the delivery times accordingly. Nothing in this order confirmation can be construed as a waiver of such right. Of course, we will stay in close contact with you, being stipulated that we are doing our best effort to overcome this significant cost pressure and hurdles in the supply chain.**

\*\*\*\*\*

#### TERMS APPLICABLE

This quotation or acknowledgement and Seller's sale of Products and /or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgement or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

## 7. DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

## 8. WARRANTY

(a) Products Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear and are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.

(f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

## 9. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.



Our quote no: **21097408**

- (d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.
- (e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

## 10. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

## 11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

## 12. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

## 13. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

## 14. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

## 15. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

- (a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.
- (b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.
- (c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.
- (d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software, or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software, (ii) replace the Software with a functional equivalent, and/or (iii) modify the Software. Under (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.
- (e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- (f) Buyer and its successors are limited to the remedies specified in this Paragraph.
- (g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

## 16. SITE RISKS

- (a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.
- (b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

## 17. TERMINATION

- (a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.
- (b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.
- (c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

## 18. CONFIDENTIALITY

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual, non-transferable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any parts thereof





Our quote no: **21097408**

from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.

## 19 . END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

## 20 . FORCE MAJEURE

- (a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lightage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.
- (b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.
- (c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.
- (d) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule.

## 21 . INDEMNIFICATION AND INSURANCE

- (a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.
- (b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

## 22 . GENERAL

- (a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state, and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.
- (b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.
- (c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.
- (d) This Agreement may be modified, supplemented, or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit, or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.
- (e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion, or termination hereof.
- (f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.
- (g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.
- (h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.
- (i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Please do not hesitate to contact us if you require further information.

Yours sincerely

**Andritz Separation Inc.**

This document is issued electronically and valid without signature.

ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611  
Fax: +1 (817) 468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312  
P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number: 59-3773483

Wire instructions:  
Nordea Bank Abp  
New York Branch  
SWIFT: NDEAUS3N  
Account: 8879433001  
ABA: 026010786



Our quote no:       **21097408**

Aknowledgement of order

Date/ Signature

**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 Tate  
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:

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 Tate, 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

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.

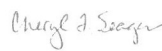
Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

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



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		Weekly Units	Unit totals	Rate		Subtotals	GRT Rate	GRT	Total Budget
		FY2024				**					
Project Manager	SF	4/1/2024 - 6/30/2024		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.



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"**

		Dates of Service		Max Bill Rate							
Position Title	Location	FY2025	Hourly Rate	Weeks	Weekly Units	Unit totals	**	Subtotals	GRT Rate	GRT	Total Budget
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.

\*\* 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.

# 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**

<b><i>Water Resource Engineering</i></b>	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
<b><i>CADD / Survey</i></b>	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
<b><i>Construction Observation</i></b>	Senior Observer/Manager	111
	Senior Observer	105
	Observer	100
<b><i>Administration</i></b>	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"> <li>Review current conditions</li> <li>Conduct interview(s)</li> <li>Confirm findings</li> <li>Provide findings in a report</li> </ul>
1.2	Process data reporting evaluation	<ul style="list-style-type: none"> <li>Evaluate existing means and methods</li> <li>Provide report with suggested improvements</li> </ul>
1.4	Data tracking and reporting	<ul style="list-style-type: none"> <li>Evaluate existing</li> <li>Provide report with suggested improvements</li> </ul>
1.5	Standard Operating Procedures	<ul style="list-style-type: none"> <li>Evaluate existing</li> <li>Provide template for to standardize current and/or develop future SOPs</li> </ul>
Phase 2		
2.1	NPWD Area Procedures and Expectations	<ul style="list-style-type: none"> <li>Develop PowerPoint</li> <li>Provide NPWD staff training</li> </ul>
2.2	BNR Area Procedures and Expectations	<ul style="list-style-type: none"> <li>Develop PowerPoint</li> <li>Provide NPWD staff training</li> </ul>
2.3	Facility Operations and Maintenance Plan	<ul style="list-style-type: none"> <li>Develop initial plan</li> </ul>
2.4	Annual Operations Plan	<ul style="list-style-type: none"> <li>Develop initial plan</li> </ul>

\$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:**

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Michael Dozier  
Wastewater Division Manager  
City of Santa Fe

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Date

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John Rehring  
Vice President  
Carollo Engineers, Inc.

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Date

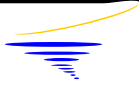
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Becky Luna  
Senior Vice President  
Carollo Engineers, Inc.

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Date

## REVISED a WORK ORDER PRICING



### A.A.C. Construction, LLC

**OWNER:** CITY OF SANTA FE SEWER DIVISION  
**Owner's Rep.:** Michael Dozier

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

**CONTRACTOR:** A.A.C. Construction, LLC  
**PROJECT MANAGER:** Andrew Sisneros, (505) 930-0481

**Date:** 3/19/2024

<b>DESCRIPTION:</b>	<b>Customer Concern:</b> 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.
<b>LOCATION:</b>	73 Paseo Real, Santa Fe, NM 87507

	Item Description	Hours	Labor Rate	Total Cost
<b>LABOR:</b>	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
<b>TOTAL LABOR</b>				<b>\$711,510.00</b>

	Material Description	Material Quote Reference	Total Cost
<b>MATERIAL:</b>	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
<b>TOTAL MATERIAL</b>			<b>\$253,870.40</b>

	Equipment Type	Rate Type	Rate	Qty	Total Cost
<b>EQUIPMENT:</b>	289 Mini Loader		85	640	\$54,400.00
	Excavator		160	150	\$24,000.00
	<b>Vac Trucks</b>		<b>200000</b>	<b>1</b>	<b>\$200,000.00</b>
	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
	<b>Rebuild up to 8 each Flyt pumps</b>		<b>62000</b>	<b>8</b>	<b>\$496,000.00</b>
	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
<b>TOTAL EQUIPMENT</b>					<b>\$979,150.00</b>

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

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
<b>Sub Total</b>	<b>\$141,027.99</b>
NMGRT @ 8.1875%	\$11,546.67
Bond	\$3,115.42
<b>Total</b>	<b>\$155,690.08</b>

### **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
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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

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 NMGR 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 <sup>1</sup>	\$ 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**

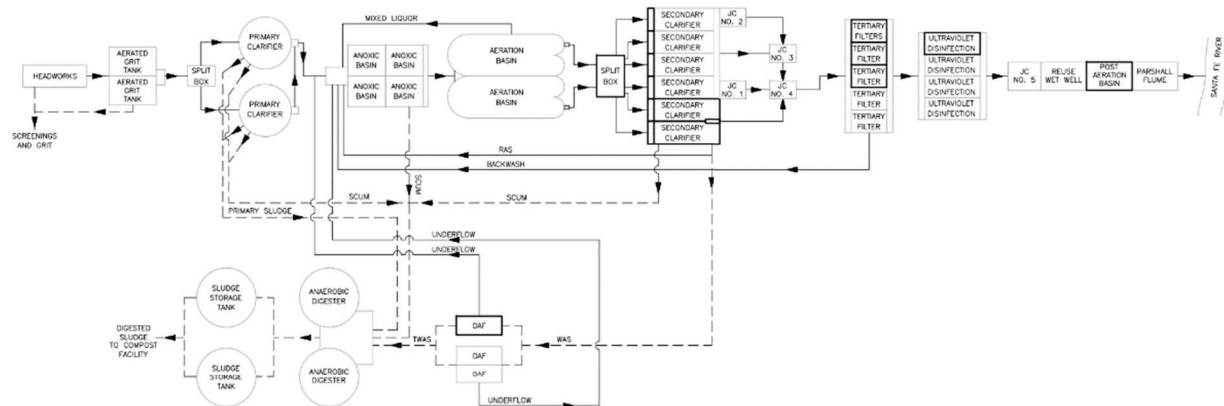
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**BACKGROUND**

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: PRWRF 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 PRWRF 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.

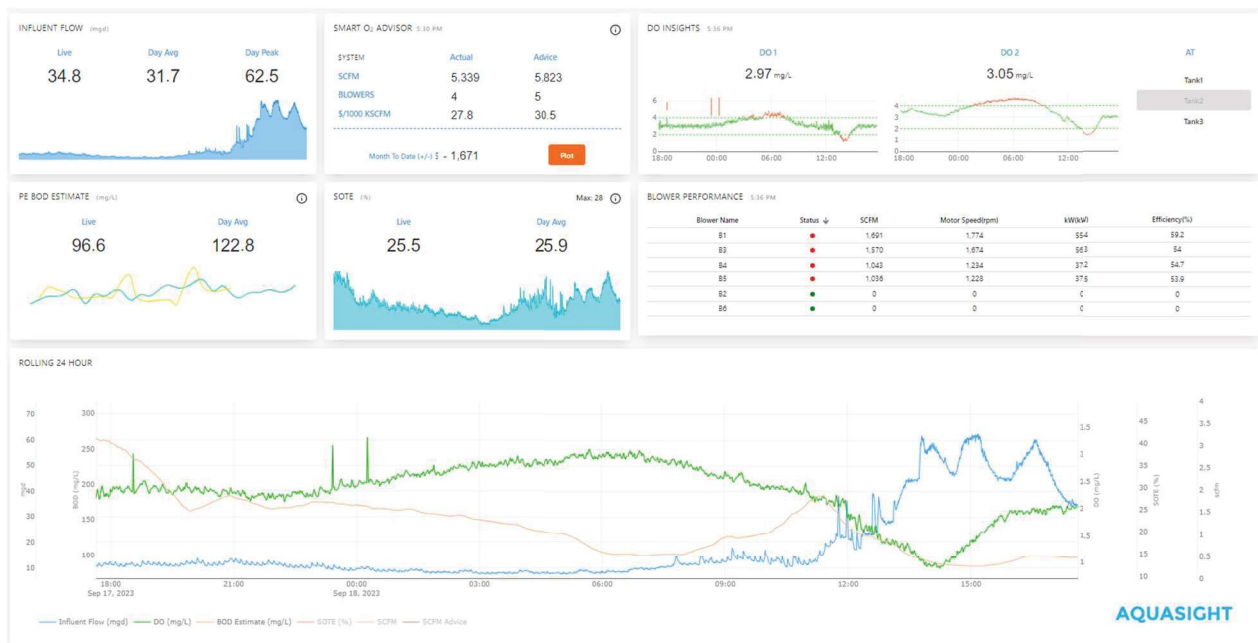
In pursuit of this vision, Aquasight's APOLLO™ software is proposed to assist the City of Santa Fe by:

- 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

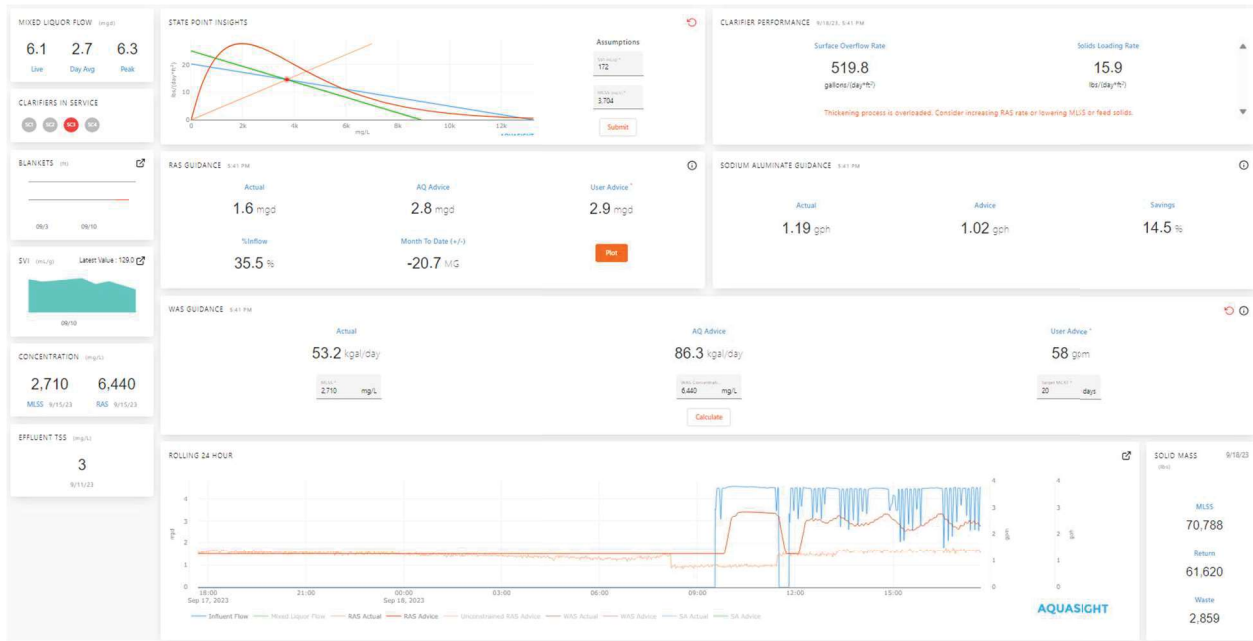
- Storing operator knowledge to de-risk operator churn and retirements.
- Providing management visibility through remote off-site access.
- Highlighting compliance risks while providing quick access to process data.
- Enabling predictive maintenance of aeration and disinfection equipment.
- Providing 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
<b>Plant Dashboard</b>	Default APOLLO™ module – Customizable dashboard that allows users to centralize analytics from various APOLLO™ modules to a single screen.
<b>Weather</b>	Default APOLLO™ module – Live weather radar with various meteorological layers.
<b>Secondary Treatment – Activated Sludge</b>	Focused on the aeration process, this module includes monitoring, analytics, and copilot dashboard and a detailed decode feature for analyzing aerator and process performance.
<b>Secondary Treatment – Secondary Clarifiers</b>	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.
<b>Disinfection</b>	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.
<b>Lab Insights</b>	Default APOLLO™ module – Provides users with a robust plotting tool for lab, live, and analytical data.
<b>SAMI</b>	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"><li>• APOLLO™ Release 1 – Lab Insights</li><li>• Milestone 1 Report</li></ul>
2. Secondary Process & Aeration Modules	~ 16 weeks	<ul style="list-style-type: none"><li>• APOLLO™ Release 2 – Secondary &amp; Aeration Modules</li><li>• Milestone 2 Report</li></ul>
3. Disinfection Module & SAMI Alerts	~ 22 weeks	<ul style="list-style-type: none"><li>• APOLLO™ Release 3 – Disinfection Module &amp; SAMI Alerts</li><li>• Milestone 3 Report</li></ul>
4. Plant Dashboard, Training & Adoption	~ 26 weeks	<ul style="list-style-type: none"><li>• APOLLO™ Release 4 – Plant Dashboard, Training, &amp; Adoption</li><li>• APOLLO™ User Manual</li><li>• Virtual Training Sessions</li></ul>

## **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 clarifor and discharging at location after clarifor. .

### 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 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 RPPP 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-YEpL4sCq3jWDcINOsdtZI3

## "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  
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-  Document emailed to jwblair@santafenm.gov for signature  
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-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)  
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-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)  
Signature Date: 2024-04-03 - 11:03:48 PM GMT - Time Source: server
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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 emergency procurement method may only be used as described in NMSA 1978, Section 13-1-127 and in the City's Procurement Manual XII.

**NOTE:**

Notify all signatories as soon as you are made aware of the emergency. Give them a brief synopsis of the emergency, answer their questions, and let them know this document and all supporting documents will be sent to them for signatures. They should know about the request prior to obtaining signatures.

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, Wastewater Management Division, City of Santa Fe**

Department Director: John Dupuis

Department Contact: Michael Dozier

Department Telephone Number: (505)955-4642

City of SF Chief Procurement Officer: Travis Dutton-Leyda

Telephone Number: (505) 629-8351

**II. Name of Contractor: Andritz Separation Inc.**

**Address of Contractor: 1010 Commercial Blvd. South Arlington, TX 76001**

**Amount of prospective contract: \$64,413.18**

**Term of prospective contract: 1 week**

**Location of Services: Paseo Real Water Reclamation Facility**

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

- Andritz Separation will evaluate the belt filter presses to determine the condition of each (3) press. This includes:
  - 1) Inspection of frame, i.e. metal coating and stability of frame
  - 2) Rollers and bearings
  - 3) Drive mechanisms

- 4) Steering mechanisms (2)
  - 5) Wash water spray system
  - 6) Emergency stops and cabling
  - 7) Adjusting the chicanes (plows) to evenly separate sludge
- Replace parts that should have been changed out with City of Santa Fe inventory that is available and order any additional parts not in stock to be replaced
  - Make any adjustments to optimize the operation of the steering and drive mechanism
  - Make adjustments to the pneumatic system to ensure proper operating pressure to ensure that it operates through its full span.
  - Scraper blades will be set to the proper clearance.

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

To facilitate an efficient response to Administrative Order CWA-06-2024-1765 issued by the Environmental Protective Agency, we will have to repair this equipment that is not functioning properly, due to the extreme neglect. It is in the best interest of the City of Santa Fe to thoroughly service these three belt filter presses through the original manufacturer of the equipment to ensure that there are no major issues caused by the lack of maintenance.

If City of Santa Fe is unable to operate and run these belt filter presses due, to differed maintenance over the years, this can create a backlog of biosolids. This backlog can bottleneck the treatment process that must waste (remove from the effluent) a portion of biosolids every day to ensure proper treatment. Failing this process allows solids to exit the plant with the effluent and causes regulatory violations and a possibility of health hazards to the public and environment.

To keep this backlog of biosolids from occurring, it is necessary to have Andritz Separation come and service their supplied belt filter presses to ensure Santa Fe Paseo Real WRF meets or exceeds the required effluent regulatory standards.

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

By approving this emergency determination, the plant operational processes can begin to bring the facility back into compliance. Without approval, a single inefficient press is being operated 24 hours a day to meet the daily sludge disposal requirement. Once the repairs are complete, the belt presses can be run intermittently and will be more efficient, improving conditions that are causing this Administrative Order.

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

A new operations supervisor has taken responsibility of the operation of the facility which includes this equipment. The extreme neglect of maintenance will no longer be tolerated. Measures are being taken to address scheduled maintenance that will keep the facility operational. A Computerized Maintenance Management System (CMMS) is being implemented to track activity and hold assigned work accountable to the individual.

**Certified by:**



**City Chief Procurement Officer, Travis Dutton-Leyda**

**Oct 16, 2024**

**Date**

**City Approval by:**

  
John Dupuis (Oct 16, 2024 09:11 MDT)

**Department Director, John Dupuis**

**Oct 16, 2024**

**Date**



**City Attorney, Erin McSherry**

**Oct 12, 2024**

**Date**

  
John Blair (Oct 16, 2024 16:45 MDT)

**City Manager, John Blair**

**Oct 16, 2024**

**Date**



**Finance Director, Emily Oster**

**Oct 14, 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>**



## QUOTATION

Customer: 142624

**Santa Fe Wastewater Management**

73 Paseo Real

SANTA FE NM 87507-8482

Contact: **LeRoy Alvarado**

Fax: **+15059554677**

Copy to:

Your inquiry: **email**

Our quote no: **21097408**

Supplier:

Contact:

Phone:

Fax:

E-mail:

Date:

Sales

Responsible:

**Andritz Separation Inc.**

**Craig Gardiner**

**+1 508 404 1429**

**craig.gardiner@andritz.com**

**06/04/2024**

**GREEN, BRICE**

Dear LeRoy Alvarado,

We thank you for your inquiry and are pleased to quote as follows:

### 1. Scope of supply

For 400201815 Heavy Duty Belt Press

Model: Heavy Duty Belt Press SMX 2,0

Serial number: 0751

400380055 Heavy Duty Belt Press

Model: Heavy Duty Belt Press SMX 2,0

Serial number: 133152771

400380056 Heavy Duty Belt Press

Model: Heavy Duty Belt Press SMX 2,0

Serial number: 133152466

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery

2. Billing Address for Invoice

3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.

4. Reference this quote number.

Freight for material is not included in pricing.

Please note currency is in US Dollars

Andritz Inc Standard Terms & Conditions apply

ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611  
Fax: +1 (817) 468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312  
P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number: 59-3773483

Wire instructions:  
Nordea Bank Abp  
New York Branch  
SWIFT: NDEAUS3N  
Account: 8879433001  
ABA: 026010786



Our quote no: **21097408**

Returned goods require pre approval and are subject to restocking and inspection fees.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	FIELD SERVICE	100031977		1	EA	43,408.00	43,408.00

Please be advised this is an estimate only.  
Actual costs will be adjusted, based on the  
service tech's time sheet and expenses, and  
invoiced upon completion of the service trip. It  
will be necessary to receive your purchase  
order before we can confirm this trip in our  
service schedule.

**Labor:**

16 Travel Hours @ \$162.00/hr. = \$2,592.00  
32 Service Hours @ \$225.75/hr. = \$7,224.00  
10 Service Hours OT @ \$338.50/hr. =  
\$2,708.00  
10 Saturday Service Hours @ \$333.00/hr. =  
\$3,330.00  
Estimated Expenses = \$5,600.00

**\*\*Total amount is for two technicians and  
shipment of toolbox\*\***

Please see attached rate sheet.

Freight is not included in this price.

**Explanation of Services:**

Technicians to perform preventive  
maintenance on 3 Heavy Duty Belt Presses

**Customer Responsibilities**

**\*\*Please have machine cleared and prepared  
for service.\*\***

>Customer shall have all new parts staged in  
close proximity of the machine.

>Customer to supply forklift and/or overhead  
lifting capabilities as needed.

>ANDRITZ will make every effort to control  
travel cost, but cannot control flight  
cancellations

**\*\*ANDRITZ is responsible for proper cleaning**



Our quote no: **21097408**

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	and gathering of all trash, replacement parts, used oil and grease as it pertains to the work being performed by ANDRITZ personnel and placing it in a customer designated area or dumpster. Customer is responsible for coordinating all disposal. All exceptions must be in writing and confirmed by ANDRITZ prior to the start of a service.**						
	**Any additional work/customer-requested services, including overtime and extra trips needed, will incur additional charges according to the Andritz standard rate sheet.**						
20	PRESS BELT	133133426		2	PC	2,124.15	4,248.30
30	PRESS BELT	132969749		2	PC	2,991.30	5,982.60
40	SHOWER BOX PUSH-ON SEAL , L 16.75 W 30.15 H 2300 MM , BUNA-N , 2,0M BFP/GBT	206141677		12	PC	94.80	1,137.60
50	SEAL ASSEMBLY , SLIDE-IN , , 13 X 75 , SHOWER BOX , L 13 W 75 H 2305 MM , BUNA-N , 2,0M BFP/GBT	206142852		4	PC	80.85	323.40
60	SIDE WALL SEAL , PUSH-ON , 3,5MM , L 16.75 W 30.15 H 3717 MM , 3717 LG , BUNA-N , BFP/GBT	206159217		4	PC	125.01	500.04
70	DOCTOR BLADE SYSTEM ASSEMBLY , 1.4307 , L 2620 W 135 H 54.2 MM , 2,0M QUANTUM PRESS	206173127		4	PC	60.42	241.68
80	SEAL , SLIDE-IN , 13 X 75 , HEADBOX , L 13 W 250 H 2020 MM , BUNA N , 2,0M QUANTUM PRESS	206144973		2	PC	371.36	742.72
90	PRESS BELT	131410889		1	PC	2,124.20	2,124.20
100	PRESS BELT	131410896		1	PC	2,465.82	2,465.82
110	SEAL 3 WIDE X 1/8 THK. X 90.5 LG, BUNA RAIL SEAL	300169925		8	PC	210.19	1,681.52
120	SEAL MOLDED 80IN. LONG DETAIL 06 #0#	131406116		1	PC	304.10	304.10
130	SEAL 137" LONG PUSH-ON, IN EPDM	131515943		2	PC	134.35	268.70



Our quote no: **21097408**

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
140	DISTRIBUTION CHUTE COVER SEAL, IN PU, 2.0M SMX-S8	131406353		1	PC	545.86	545.86
150	DOCTOR BLADE 2.0M SMX S8 EG LP #0#	131405516		2	PC	219.32	438.64
<b>Total Amount</b>						USD	64,413.18

\* S = Spare Parts, W = Wear Parts

**Technical contact:** Armando Alvarado /**Phone:** +1 817 419 1728 / armondo.alvarado@andritz.com

### Terms and Conditions

2. **Delivery Time:**  
after receipt of order and any clarifications.
3. **Terms of delivery:**  
Our terms of delivery are FCA Origin, PrePaid, Add, according to INCOTERMS 2020.
4. **Terms of Payment:**  
Within 30 days Due net  
(1% default interest per month for delayed payment).
5. **Validity of quotation:**  
This quotation is valid to 10/30/2024.

### Other Terms:

6. **\*\*\*\*\***  
**COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of employees, Government orders, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on**





Our quote no: **21097408**

**Andritz's standard delivery dates and prices and do not account for the present and future schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.**

\*\*\*\*\*

**The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and delivery times in this order confirmation are indicative only. In case the crisis leads to any impacts on the delivery time or to a price increase of more than 5% of the order value after the date of the order confirmation, we reserve our right to adapt the prices and/or the delivery times accordingly. Nothing in this order confirmation can be construed as a waiver of such right. Of course, we will stay in close contact with you, being stipulated that we are doing our best effort to overcome this significant cost pressure and hurdles in the supply chain.**

\*\*\*\*\*

#### TERMS APPLICABLE

This quotation or acknowledgement and Seller's sale of Products and /or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgment or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

## 7. DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

## 8. WARRANTY

(a) Products Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.

(f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

## 9. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly



Our quote no: **21097408**

specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

## 10. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

## 11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

## 12. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

## 13. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

## 14. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

## 15. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

- Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.
- Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.
- If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.
- If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software; or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software; (ii) replace the Software with a functional equivalent, and/or (iii) modify the Software. Under (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.
- This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- Buyer and its successors are limited to the remedies specified in this Paragraph.
- Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

## 16. SITE RISKS

- Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.
- Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

## 17. TERMINATION

- Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.
- Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.
- Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

## 18. CONFIDENTIALITY

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual, non-transferable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.



Our quote no: **21097408**

## 19. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

## 20. FORCE MAJEURE

- (a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.
- (b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.
- (c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.
- (d) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule.

## 21. INDEMNIFICATION AND INSURANCE

- (a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.
- (b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

## 22. GENERAL

- (a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state, and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.
- (b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.
- (c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.
- (d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit, or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.
- (e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion, or termination hereof.
- (f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.
- (g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.
- (h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.
- (i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Please do not hesitate to contact us if you require further information.

Yours sincerely

**Andritz Separation Inc.**

This document is issued electronically and valid without signature.

ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA  
  
Tel : +1 (817) 465-5611  
Fax: +1 (817) 468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312  
P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number: 59-3773483

Wire instructions:  
Nordea Bank Abp  
New York Branch  
SWIFT: NDEAUS3N  
Account: 8879433001  
ABA: 026010786



Our quote no: **21097408**

Aknowledgement of order

Date/ Signature



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/28/2024

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).

<b>PRODUCER</b> MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326  CN102376932-upl-GAWU-24-24	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Liberty Mutual Insurance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Andritz Separation Inc. 1010 Commercial Blvd. South Arlington, TX 76001	<b>NAIC #</b>

## COVERAGES

CERTIFICATE NUMBER:

ATL-005750439-02

REVISION NUMBER: 0

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		TB2-651-004304-103	06/01/2024	11/01/2024	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-651-004304-033	06/01/2024	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WA7-65D-004304-133 (AOS) WA7-65D-004304-284 (MN) WC7-651-004304-143 (WI)	06/01/2024 06/01/2024 06/01/2024	11/01/2024 11/01/2024 11/01/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

RE: Project 807217, City of Santa Fe. City of Santa Fe is added as an Additional Insured with respect to the General Liability and Automobile Liability policies, if required by written contract with Certificate Holder and subject to the policy terms, conditions and exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87504	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  <i>Marsh USA LLC</i>
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# Andritz Separation Inc - Emergency Determination LA 10.10.2024


Final Audit Report

2024-10-16

Created:	2024-10-11
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ3tzzhH1Julu4EfBVyK5OnVWnRs7gOj-

## "Andritz Separation Inc - Emergency Determination LA 10.10.2024" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)  
2024-10-11 - 9:51:51 PM GMT- IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature  
2024-10-11 - 9:56:28 PM GMT
-  Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature  
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-  Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature  
2024-10-11 - 9:56:28 PM GMT
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
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-  Restricted visibility Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)  
2024-10-12 - 5:59:35 PM GMT- IP address: 104.47.64.254
-  Restricted visibility Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)  
Signature Date: 2024-10-12 - 6:02:22 PM GMT - Time Source: server- IP address: 73.242.251.226
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2024-10-13 - 8:40:08 PM GMT- IP address: 172.225.199.22
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
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 Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2024-10-16 - 8:08:58 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-10-16 - 8:08:58 PM GMT







# Andritz Separation Inc - Emergency Determination LA 10.10.2024

Final Audit Report

2024-10-16

Created:	2024-10-16
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo0NuWGBXZY1NPPMdkf73_QyJF_ZFi4a


## "Andritz Separation Inc - Emergency Determination LA 10.10.2024" History


-  Document created by Kristy Miera (kamiera@santafenm.gov)  
2024-10-16 - 8:31:24 PM GMT- IP address: 63.232.20.2
-  Document emailed to JOHN BLAIR (jwblair@santafenm.gov) for signature  
2024-10-16 - 8:32:23 PM GMT
-  Email viewed by JOHN BLAIR (jwblair@santafenm.gov)  
2024-10-16 - 10:44:26 PM GMT- IP address: 104.47.65.254
-  Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair  
2024-10-16 - 10:45:30 PM GMT- IP address: 216.207.130.218
-  Document e-signed by John Blair (jwblair@santafenm.gov)  
Signature Date: 2024-10-16 - 10:45:32 PM GMT - Time Source: server- IP address: 216.207.130.218
-  Agreement completed.  
2024-10-16 - 10:45:32 PM GMT



**Date:** October 17, 2024

**To:** Randy Randell, Interim City Manager

**From:** Steven Walker, Emergency Contract Manager 

**Via:** John Dupuis, PUD, Department Director 

**Subject:** Emergency to evaluate the Belt Filter Presses

**Vendor Name:** Andritz Separation Inc.

**Vendor Number:** 3122

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**ITEM AND ISSUE:**

Public Utility respectfully requests your review and approval of an emergency general contract in the total amount not to exceed \$69,687.01 including GRT to evaluate the belt filter Presses to end February 1, 2025, with the option to renew up to 4 years with Andritz Separation Inc.

**CONTRACT NUMBER:**

The FY25 Munis contract number is 3250261

The FY25 Project ledger number is WWM245002

**BACKGROUND AND SUMMARY:**

To facilitate an efficient response to Administrative Order CWA-06-2024-1765 issued by the Environmental Protective Agency, we will have to repair this equipment that is not functioning properly, due to the extreme neglect. It is in the best interest of the City of Santa Fe to thoroughly service these three belt filter presses through the original manufacturer of the equipment to ensure that there are no major issues caused by the lack of maintenance.

If the City of Santa Fe is unable to operate and run these belt filter presses, due to differed maintenance over the years, this can create a backlog of biosolids. This backlog can bottleneck the treatment process that must waste (remove from the effluent) a portion of biosolids every day to ensure proper treatment. Failing this process allows solids to exit the plant with the effluent and causes regulatory violations and a possibility of health hazards to the public and environment.

To keep this backlog of biosolids from occurring, it is necessary to have Andritz Separation come and service their supplied belt filter presses to ensure Santa Fe Paseo Real WRF meets or exceeds the required effluent regulatory standards.

**Prior Approvals and Supporting Information:**

**PROCUREMENT METHOD:**

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

**Chief Procurement Officer (CPO)/Designee Approval:** Thavis Dutton-Leyda **Date:** Nov 22, 2024

**CPO Comment/Exceptions:** \_\_\_\_\_

**FUNDING SOURCE:**

**Fund Name/Number:** WW Enterprise/500

**Munis Org Name/Number:** CIP-5000375

**Munis Object Name/Number:** WIP Const/572970

**Budget Officer/Designee Approval:** Andy Hopkins enm.gov ajhopkins@santafenm.gov **Date:** Nov 20, 2024

**Budget Officer/Designee Comment/Exceptions:** \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included? ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Vehicles included? ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Capital Asset or Project ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** No items over \$5000.00

**ATTACHMENTS:**

Horizons List of Services, CPO Service Determination Email, Procurement document: Orig  
Emergency Determination, Emergency determination, Vendor's Quote, Certificate of Liability  
Insurance (COI), Prof Serv Contarct

**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [WALKER, JAMES S.](#)  
**Cc:** [Purchasing DET](#); [MACALLISTER, LINDA M.](#)  
**Subject:** Re: Andritz Separation Inc Repair Project for Emergency Determination  
**Date:** Wednesday, October 2, 2024 8:39:01 PM  
**Attachments:** [image001.png](#)  
[Andritz Separation Inc - Emergency Determination.docx](#)  
[241030 Exp - Andritz Quote SQ21097408 rev.pdf](#)  
[Andritz Separation Inc - General Services Contract - 240918.docx](#)

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General services.

Thank you.

Regards,

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

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



Vision without action is merely a dream.  
Action without vision passes the time.  
Vision with action can change the world. ~ Joel A. Barker

On Oct 1, 2024, at 3:49 PM, WALKER, JAMES S. <[jswalker@santafenm.gov](mailto:jswalker@santafenm.gov)> wrote:

Hello,

I am looking for a determination for this project to inspect and repair our belt presses at the PRWRF.

Thank you.

**J. Steven Walker**

Program Manager, Wastewater Emergency Procurement

City of Santa Fe

Office: (505) 955-4650

Cell: (505) 250-9883

[jswalker@santafenm.gov](mailto:jswalker@santafenm.gov)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/28/2024

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).

<b>PRODUCER</b> MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326  CN102376932-upl-GAWU-24-24	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Liberty Mutual Insurance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Andritz Separation Inc. 1010 Commercial Blvd. South Arlington, TX 76001	<b>NAIC #</b>

## COVERAGES

**CERTIFICATE NUMBER:**

ATL-005750439-02

**REVISION NUMBER:** 0

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		TB2-651-004304-103	06/01/2024	11/01/2024	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-651-004304-033	06/01/2024	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WA7-65D-004304-133 (AOS) WA7-65D-004304-284 (MN) WC7-651-004304-143 (WI)	06/01/2024 06/01/2024 06/01/2024	11/01/2024 11/01/2024 11/01/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

RE: Project 807217, City of Santa Fe. City of Santa Fe is added as an Additional Insured with respect to the General Liability and Automobile Liability policies, if required by written contract with Certificate Holder and subject to the policy terms, conditions and exclusions.

## CERTIFICATE HOLDER

City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87504

## CANCELLATION


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

*Marsh USA LLC*

© 1988-2016 ACORD CORPORATION. All rights reserved.

**Signature:**  Steve Walker  
**Email:** jswalker@santafenm.gov

**Signature:**  John Dupuis  
John Dupuis (Nov 28, 2024 17:38 MST)  
**Email:** jedupuis@santafenm.gov

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

Goods and Services

THIS CONTRACT is made and entered into by and between the **City of Santa Fe**, herein after referred to as the "City," and **Andritz Separation Inc.** herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. Definitions**

- A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.
- B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

**2. Scope of Work**

- A. The Contractor shall provide the equipment and perform the work as described in Exhibit "A" attached hereto.

**3. Compensation.**

- A. The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed \$69,687.01 including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Contract being amended in writing prior to services, in excess of the total compensation amount being provided.
- B. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST

BE received by the City no later than fifteen (15) days after the termination of this Contract. Payment Invoices received after such date WILL NOT BE PAID

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

#### 4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY.

This Contract shall begin on date approved by the City, and end on February 1, 2025.

The City reserves the right to renew this contract on an annual basis by mutual Contract not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

provided that such extension is approved in writing by Contractor.

#### 5. Default and Force Majeure

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

#### 6. Termination

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

B. Notice: City Opportunity to Cure.

- 1) 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 prior to the Contractor's receipt or issuance of a notice of termination; **provided, however,** that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.**

## **7. Amendment**

- A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

## **8. Status of Contractor**

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

## **9. Assignment**

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

## **10. Subcontracting**

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

**11. Non-Collusion**

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

**12. Inspection of Plant**

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

**13. Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be warranted and guaranteed to be free from defects in material or workmanship for a period of eighteen (18) months after delivery or performance. Should The City promptly notify the Contractor if a defect in workmanship is discovered, the City as its exclusive remedy for breach of this warranty will have Contractor correct the failure by re-performing any defective portion of the Services furnished.

THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 13 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**14. Condition of Proposed Items**

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

**15. Records and Audit**

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

**16. Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the 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.

**17. Release**

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

**18. Confidentiality**

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

**19. Conflict of Interest**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, 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.

**20. 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.

**21. Scope of Contract; Merger**

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

**22. Notice**

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

**23. Equal Opportunity Compliance**

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

**24. Indemnification**

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

**25. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq. , as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

**26. Applicable Law**

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

**27. Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to Contractor's indemnity obligations for damages resulting from personal injury caused by the Contractor's negligence pursuant to paragraph 24.

Notwithstanding anything to the contrary contained herein, neither Party shall be liable or responsible to the other Party hereto for any consequential, incidental, or punitive damages, or for loss of profits or revenues or loss of use incurred by such Party or its affiliated entities that arise out of or relate to this agreement, whether

foreseeable or not, regardless of whether such claim arises under or results from contract, tort, strict liability, or otherwise.

**28. Incorporation by Reference and Precedence**

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

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

**29. Workers' Compensation**

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

**30. Inspection**

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

**31. Inspection of Services**

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

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Contract, the City may require

the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

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

### **32. Insurance**

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

- A. **Commercial General Liability** insurance shall be written on an occurrence basis and be 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.
- B. **Broader Coverage and Limits.** Not Used.
- C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

### **33. Impracticality of Performance**

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

### **34. Invalid Term or Condition**

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

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

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a

party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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

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

**37. Survival**

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

**38. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's

responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

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

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

### **40. Notification**

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



**To the City:**

Steve Walker  
Wastewater Management Division  
73 Paseo Real  
Santa Fe, NM 87507  
Email: jswalker@santafenm.gov

**To the Contractor:**

Robert King  
Andritz Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001  
Email: robert.king@andritz.com

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:**

Andritz Separation Inc.  
1010 Commerce Blvd South  
Arlington, Texas 76001

**41. 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:

  
Randy Randall (Nov 22, 2024 15:56 MST)

RANDY RANDALL  
INTERIM CITY MANAGER

DATE: Nov 22, 2024

CONTRACTOR:

Andritz Separation, Inc.

  
Ann Crossman, Vice President of Finance

DATE: 11/18/2024

NMBTIN: ~~SAS~~ 03029610002-GRT

City of SF Business License #: 234029

ATTEST:

  
Andrea Salazar (Dec 9, 2024 16:55 MST)

CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Nov 18, 2024 14:30 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

# EXHIBIT A



## QUOTATION

Customer: 142624

Supplier: **Andritz Separation Inc.**

**Santa Fe Wastewater Management**

73 Paseo Real  
SANTA FE NM 87507-8482

Contact: **Craig Gardiner**

Phone: **+1 508 404 1429**

Fax:

E-mail: **craig.gardiner@andritz.com**

Contact: **LeRoy Alvarado**

Fax: **+15059554677**

Copy to:

Date: **06/04/2024**

Your inquiry: **email**

Sales **GREEN, BRICE**

Responsible:

Our quote no: **21097408**

Dear LeRoy Alvarado,

We thank you for your inquiry and are pleased to quote as follows:

### 1. Scope of supply

For 400201815 Heavy Duty Belt Press  
Model: Heavy Duty Belt Press SMX 2,0  
Serial number: 0751

400380055 Heavy Duty Belt Press  
Model: Heavy Duty Belt Press SMX 2,0  
Serial number: 133152771

400380056 Heavy Duty Belt Press  
Model: Heavy Duty Belt Press SMX 2,0  
Serial number: 133152466

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery
2. Billing Address for Invoice
3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.

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ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA

Tel : +1 (817) 465-9611  
Fax: +1 (817) 468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312  
P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number: 59-3773483

Wire instructions:  
Nordea Bank Abp  
New York Branch  
SWIFT: NDEAUS3N  
Account: 8879433001  
ABA: 026010786

4. Reference this quote number.

Freight for material is not included in pricing.

Please note currency is in US Dollars  
Andritz Inc Standard Terms & Conditions apply



Our quote no: **21097408**

Returned goods require pre approval and are subject to restocking and inspection fees.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	FIELD SERVICE	100031977		1	EA	43,408.00	43,408.00

Please be advised this is an estimate only.  
Actual costs will be adjusted, based on the  
service tech's time sheet and expenses, and  
invoiced upon completion of the service trip. It  
will be necessary to receive your purchase  
order before we can confirm this trip in our  
service schedule.

**Labor:**

16 Travel Hours @ \$162.00/hr. = \$2,592.00  
32 Service Hours @ \$225.75/hr. = \$7,224.00  
10 Service Hours OT @ \$338.50/hr. =  
\$2,708.00  
10 Saturday Service Hours @ \$333.00/hr. =  
\$3,330.00  
Estimated Expenses = \$5,600.00

**\*\*Total amount is for two technicians and  
shipment of toolbox\*\***

Please see attached rate sheet.

Freight is not included in this price.

**Explanation of Services:**

Technicians to perform preventive  
maintenance on 3 Heavy Duty Belt Presses

**Customer Responsibilities**

**\*\*Please have machine cleared and prepared  
for service.\*\***

>Customer shall have all new parts staged in  
close proximity of the machine.

>Customer to supply forklift and/or overhead  
lifting capabilities as needed.

>ANDRITZ will make every effort to control  
travel cost, but cannot control flight  
cancellations

**\*\*ANDRITZ is responsible for proper cleaning**



Our quote no: 21097408

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	and gathering of all trash, replacement parts, used oil and grease as it pertains to the work being performed by ANDRITZ personnel and placing it in a customer designated area or dumpster. Customer is responsible for coordinating all disposal. All exceptions must be in writing and confirmed by ANDRITZ prior to the start of a service.**						
	**Any additional work/customer-requested services, including overtime and extra trips needed, will incur additional charges according to the Andritz standard rate sheet.**						
20	PRESS BELT	133133426		2	PC	2,124.15	4,248.30
30	PRESS BELT	132969749		2	PC	2,991.30	5,982.60
40	SHOWER BOX PUSH-ON SEAL , L 16.75 W 30.15 H 2300 MM , BUNA-N , 2,0M BFP/GBT	206141677		12	PC	94.80	1,137.60
50	SEAL ASSEMBLY , SLIDE-IN , 13 X 75 , SHOWER BOX , L 13 W 75 H 2305 MM , BUNA-N , 2,0M BFP/GBT	206142852		4	PC	80.85	323.40
60	SIDE WALL SEAL , PUSH-ON , 3,5MM , L 16.75 W 30.15 H 3717 MM , 3717 LG , BUNA-N , BFP/GBT	206159217		4	PC	125.01	500.04
70	DOCTOR BLADE SYSTEM ASSEMBLY , 1.4307 , L 2620 W 135 H 54.2 MM , 2,0M QUANTUM PRESS	206173127		4	PC	60.42	241.68
80	SEAL , SLIDE-IN , 13 X 75 , HEADBOX , L 13 W 250 H 2020 MM , BUNA N , 2,0M QUANTUM PRESS	206144973		2	PC	371.36	742.72
90	PRESS BELT	131410889		1	PC	2,124.20	2,124.20
100	PRESS BELT	131410896		1	PC	2,465.82	2,465.82
110	SEAL 3 WIDE X 1/8 THK. X 90.5 LG, BUNA RAIL SEAL	300169925		8	PC	210.19	1,681.52
120	SEAL MOLDED 80IN. LONG DETAIL 06	131406116		1	PC	304.10	304.10
	#0#						
130	SEAL 137" LONG PUSH-ON, IN EPDM	131515943		2	PC	134.35	268.70

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ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611  
Fax: +1 (817) 468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312  
P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number: 59-3773483

Wire instructions:  
Nordea Bank Abp  
New York Branch  
SWIFT: NDEAUS3N  
Account: 6879433001  
ABA: 026010786



Our quote no: 21097408

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
140	DISTRIBUTION CHUTE COVER SEAL, IN PU, 2.0M SMX-S8	131406353		1	PC	545.86	545.86
150	DOCTOR BLADE 2.0M SMX S8 EG LP #0#	131405516		2	PC	219.32	438.64
Total Amount						USD	64,413.18

\* S = Spare Parts, W = Wear Parts

Technical contact: Armando Alvarado /Phone: +1 817 419 1728 / armondo.alvarado@andritz.com

#### Terms and Conditions

- Delivery Time:**  
after receipt of order and any clarifications.
- Terms of delivery:**  
Our terms of delivery are FCA Origin, PrePaid, Add, according to INCOTERMS 2020.
- Terms of Payment:**  
Within 30 days Due net  
(1% default interest per month for delayed payment).
- Validity of quotation:**  
This quotation is valid to 10/30/2024.

#### Other Terms:

- \*\*\*\*\*  
**COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of employees, Government orders, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on**



Our quote no: 21097408

Andritz's standard delivery dates and prices and do not account for the present and future schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.

\*\*\*\*\*

The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and delivery times in this order confirmation are indicative only. In case the crisis leads to any impacts on the delivery time or to a price increase of more than 5% of the order value after the date of the order confirmation, we reserve our right to adapt the prices and/or the delivery times accordingly. Nothing in this order confirmation can be construed as a waiver of such right. Of course, we will stay in close contact with you, being stipulated that we are doing our best effort to overcome this significant cost pressure and hurdles in the supply chain.

\*\*\*\*\*

#### TERMS APPLICABLE

This quotation or acknowledgment and Seller's sale of Products and/or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgment is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgment or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

#### 7. DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

#### 8. WARRANTY

##### (A) Products Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery hereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a); (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any nature or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(B) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(C) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(D) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(E) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.

(F) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass onto Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

#### 9. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(A) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.

(B) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance test, if applicable, shall in no event exceed the contract price.

(C) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(D) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(E) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is reasonably discoverable by tests expressly





Our quote no: 21097408

specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

## 10. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule, if the change impairs Seller's ability to safely any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

## 11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

## 12. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

## 13. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

## 14. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to (a) willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

## 15. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

(a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sublicensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.

(b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.

(c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.

(d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to settle or counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software; or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software; (ii) replace the Software with a functional equivalent; and/or (iii) modify the Software. Under (i) and (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.

(e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

(f) Buyer and its successors are limited to the remedies specified in this Paragraph.

(g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

## 16. SITE RISKS

(a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.

(b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

## 17. TERMINATION

(a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.

(b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit, provided, that in no event shall Seller's termination charges be less than 25% of the contract price.

(c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

## 18. CONFIDENTIALITY

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual, non-transferable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorney's fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.



Our quote no: 21097408

## 19. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

## 20. FORCE MAJEURE

(a) Force Majeure Defined: For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or omissions of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations: If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

(c) Option to Terminate: If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.

(d) Strikes On-Site: Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule.

## 21. INDEMNIFICATION AND INSURANCE

(a) Indemnification: Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(c) Insurance: Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

## 22. GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state, and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit, or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion, or termination hereof.

(f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia; (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.

(g) (i) In the circumstances of (f) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of (f) above, any controversy or claim arising out of or relating to the Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John's, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

(i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Please do not hesitate to contact us if you require further information.

Yours sincerely

**Andritz Separation Inc.**

This document is issued electronically and valid without signature.

ANDRITZ Separation Inc.  
1010 Commercial Blvd, South  
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611  
Fax: +1 (817) 468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312  
P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number: 59-3773483

Wire instructions:  
Nordea Bank Abp  
New York Branch  
SWIFT: NDEAUS3N  
Account: 8879433001  
ABA: 026010786



Our quote no: **21097408**

Aknowledgement of order

Date/ Signature



## 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.

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

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

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











# Andritz Emergency packet signed by inter


Final Audit Report

2024-11-22

Created:	2024-11-20
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9mtWM0zju_AGUjbEUWRVLcUwgp0vJC12

## "Andritz Emergency packet signed by inter" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)  
2024-11-20 - 5:21:51 PM GMT- IP address: 216.147.124.197
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov  
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign  
2024-11-20 - 5:46:29 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2024-11-20 - 7:06:56 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2024-11-20 - 7:07:22 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda  
(tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2024-11-20 - 7:07:26 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2024-11-22 - 5:46:04 AM GMT- IP address: 104.28.50.165
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
Signature Date: 2024-11-22 - 5:58:34 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2024-11-22 - 5:58:38 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2024-11-22 - 10:44:40 PM GMT- IP address: 104.47.64.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)  
Signature Date: 2024-11-22 - 10:51:51 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Randy Randall (rrandall@santafenm.gov) for signature

2024-11-22 - 10:51:55 PM GMT

 Email viewed by Randy Randall (rrandall@santafenm.gov)

2024-11-22 - 10:54:41 PM GMT- IP address: 104.47.64.254

 Document e-signed by Randy Randall (rrandall@santafenm.gov)

Signature Date: 2024-11-22 - 10:56:58 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-11-22 - 10:56:58 PM GMT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2024

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).

<b>PRODUCER</b> MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326  CN102376932-upl-GAWU-24-25	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Liberty Mutual Fire Insurance Company <b>INSURER B:</b> Liberty Insurance Corporation <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 23035 42404
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**COVERAGES****CERTIFICATE NUMBER:**

ATL-005750439-04

**REVISION NUMBER:** 0

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB2-651-004304-104	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-651-004304-034	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA7-65D-004304-134(AOS) WC7-651-004304-144(WI)	11/01/2024 11/01/2024	11/01/2025 11/01/2025	<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)**


RE: Project 807217, City of Santa Fe. City of Santa Fe is added as an Additional Insured with respect to the General Liability and Automobile Liability policies, if required by written contract with Certificate Holder and subject to the policy terms, conditions and exclusions.


**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87504	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Marsh USA LLC</i>
--	---

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**Signature:**   
**Email:** jswalker@santafenm.gov

**Signature:**   
**Email:** mldozier@santafenm.gov

**Signature:**   
John Dupuis (Dec 13, 2024 15:25 MST)  
**Email:** jedupuis@santafenm.gov













# Andrtiz AMEND 1- NEW MEMO FOR EXHIBIT MODIFICATION

Final Audit Report

2024-12-11

Created:	2024-12-11
By:	Linda Macallister (lmacallister@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmz8lzYuh_mP3_ES_2_iwRky2E51bgDOt

## "Andrtiz AMEND 1- NEW MEMO FOR EXHIBIT MODIFICATION" History

-  Document created by Linda Macallister (lmacallister@santafenm.gov)  
2024-12-11 - 8:14:46 PM GMT- IP address: 63.232.20.2
-  Document emailed to jswalker@santafenm.gov for signature  
2024-12-11 - 8:18:49 PM GMT
-  Restricted visibility Email viewed by jswalker@santafenm.gov  
2024-12-11 - 8:27:43 PM GMT- IP address: 104.47.64.254
-  Signer jswalker@santafenm.gov entered name at signing as Steve Walker  
2024-12-11 - 8:29:03 PM GMT- IP address: 63.232.20.2
-  Restricted visibility Document e-signed by Steve Walker (jswalker@santafenm.gov)  
Signature Date: 2024-12-11 - 8:29:05 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to MICHAEL DOZIER (mldozier@santafenm.gov) for signature  
2024-12-11 - 8:29:12 PM GMT
-  Email viewed by MICHAEL DOZIER (mldozier@santafenm.gov)  
2024-12-11 - 8:29:45 PM GMT- IP address: 63.232.20.2
-  Document e-signed by MICHAEL DOZIER (mldozier@santafenm.gov)  
Signature Date: 2024-12-11 - 8:29:57 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature  
2024-12-11 - 8:30:04 PM GMT
-  Document e-signed by John Dupuis (jedupuis@santafenm.gov)  
Signature Date: 2024-12-11 - 10:25:02 PM GMT - Time Source: server- IP address: 174.218.22.235



✔ Agreement completed.

2024-12-11 - 10:25:02 PM GMT

**Signature:** XAVIER VIGIL  
XAVIER VIGIL (Jan 9, 2025 08:42 MST)

**Email:** xivigil@santafenm.gov







# 24-0727 Andritz Separation

Final Audit Report

2025-01-09

Created:	2025-01-09
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhR3wt-n-QZmlwKbxt9C3FRQEuWWbaosO

## "24-0727 Andritz Separation" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2025-01-09 - 3:36:24 PM GMT- IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)  
Signature Date: 2025-01-09 - 3:42:56 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature  
2025-01-09 - 3:43:03 PM GMT
-  Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)  
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