CITY OF SANTA FE

The Purchasing Memo

Date: February 27, 2025

To: Governing Body and Public Works & Utilities Committee

From: Michael Dozier, Wastewater Management Division Director MD

Via: LeRoy Alvarado, Wastewater Management Division Operations Supervisor LA

Subject: Continued rental Agreement for (6) AIRE-O2 triton Aerators

Vendor Name: Newterra Corporation Inc.

Munis Vendor Number: 10618

ITEM AND ISSUE:

Public Utilities Department respectfully requests your review and approval of an Emergency procurement in the total amount of $249,984.00 excluding tax for a continuation of a 6 month rental of 6 Aerators for a term of six months with Newterra Corporation Inc.. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $249,984 from Public Utilities Cash Balance to WIP Construction .

CONTRACT NUMBER: The FY25 Munis contract number is 3250454.

BACKGROUND AND SUMMARY:

On August 30, 2024, the Department's engineering consultant Hazen and Sawyer identified the Paseo Real Wastewater treatment plant's (PRWWTP) limited process aeration capacity as a factor contributing to permit violations related to nitrogen and biochemical oxygen demand (BOD). Supplemental aeration was acquired to remove nitrogen and BOD, particularly when either one of PRWWTP's two aeration basins is offline. Currently one of the aeration basins is offline for repairs. Continued renting of this equipment ensures PRWWTP's aeration capacity to improve process performance and increase the probability of compliance with effluent nitrogen and BOD limits.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WW Enterprise fund/500

Munis Org Name/Number: Wastewater Capital Projects/ 5000375

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 03/06/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 03/06/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email
Procurement document: Emergency Determination
Vendor's Quote
Certificate of Liability Insurance (COI)
General Services Contract

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

Acting Department Director: Jesse Roach
Department Contact: Steve Walker
Department Telephone Number: (505)955-4642
City of SF Chief Procurement Officer: Travis Dutton-Leyda
Telephone Number: (505) 629-8351

II. **Name of Contractor: Newterra Corporation, Inc.**

Address of Contractor: 4100 Peavey Road, Chaska, Minnesota, 53118
Amount of prospective contract: $249,984.00 (added to original of $199.770.00)
Term of prospective contract: 6 months (added to original of 4 months)
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:**

- Rental of Six (6) 60HP AIRE-O_2 Triton 2.0 Aerator units consisting of:
  - 60HP, 230/460 volt, 3-phase, 900 RPM, TEFC, premium efficiency motor
  - 10HP regenerative blower (SOTR = 162.2 lbs O2 / hr each)
  - Field replaceable, water-lubricated lower bearing
  - Field replaceable, water-resistant sleeve
  - 316 SS dual-blade primary PowerMix™ propeller

    - 304 SS Saturn Ring diffuser
    - 304 SS housing, mounting flange, and hollow shaft
    - *Note: Aerators shall arrive fully assembled for immediate mounting*
- Rental of Six (6) Float Assemblies, consisting of:
    - Eight (8) molded, LDPE, closed-cell foam filled pontoons
    - 304 SS rails and mounting hardware
    - Vortex shield attached to frame
    - *Note: Flotation devices require field assembly (Already completed)*
- Rental of Six (6) Standard 460V NEMA Outdoor Rated Manual On/Off Control Panels

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

The United States Environmental Protection Agency (EPA) issued Administrative Order (AO) CWA-06-2024-1765 to the City on July 10, 2024. The AO states that the City's Paseo Real Water Reclamation Facility (PRWRF) has repeatedly failed to meet effluent limits specified in the National Pollutant Discharge Elimination System (NPDES) Permit No. NM00222292. The City issued a response to the EPA's AO on April 4, 2024. The City's response provided an initial plan for immediate actions (30 days), near-term actions (6 months), and long-term actions (18 months) intended to address the permit violations as quickly as possible and implement measures to prevent similar exceedances from reoccurring.

The Public Utilities Department's engineering consultant, Hazen and Sawyer, identified the PRWRF's limited process aeration capacity as a factor contributing to permit violations related to nitrogen and biochemical oxygen demand (BOD). Renting the aerator units included in this procurement represented the fastest way to supplement PRWRF's aeration capacity, improve process performance, and increase the probability of compliance with effluent nitrogen and BOD limits. Although multiple companies manufactured the type of aerators required for this application, Newterra Corporation, Inc. (Newterra) was the only company that offered refurbished rental units. Since the lead time to purchase new units would result in further effluent permit violations, renting units was the preferred option. Since no other companies offered rental aerators suitable for this application, the rental units were procured through an emergency from Newterra.

This supplemental aeration capacity is needed to enhance the removal nitrogen and BOD, particularly when either of PRWRF's two aeration basins is offline for planned repairs. Returning these units prematurely with the PRWRF in its delicate time of recovery, runs the risk of the plant returning to non-compliance.

VI. **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.).**

The Department previously contracted a General Contractor to replace aeration diffusers and repair aeration piping in the North Aeration Basin. This process was held up by a stuck plug that prevented the aeration basin from being fully drained. The Department approved fabrication of the replacement diffusers in August. The Department used rental aerators to supplement aeration capacity in the South Aeration Basin while the North Aeration Basin diffusers and aeration piping were to be replaced. The Department will then move the rental aerators to the North Aeration Basin so the South Aeration Basin can be drained, inspected, repaired, and returned to service. The work to restore the aeration capacity of both aeration basins will be expedited to the greatest extent possible but will take at least 6 months to complete.

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

The Department will expand the PRWRF preventative maintenance program to prevent future failures of aeration diffusers and piping. During this period of emergency rental, an Invitation to Bid will be worked on immediately to purchase our own set of aerators to use for emergencies such as this.

Certified by:

Travis Dutton-Leyda — 02/07/2025

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

City Approval by:

Jesse Roach — 02/03/2025

Acting Public Works Department Director, Jesse Roach — **Date**

Erin McSherry — 02/05/2025

City Attorney, Erin McSherry — **Date**

EMILY OSTER — 02/08/2025

Finance Director, Emily Oster — **Date**

Randy Randall
Randy Randall (Feb 10, 2025 11:26 MST) — Feb 10, 2025

Acting City Manager, Randy Randall — **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

Attachments:

Vendor's Quote – Matches the total requested for this emergency.

Reference: Original Emergency Determination - 40-M0087-24-EM027

Reference: Docket CWA-06-2024-1765; NPDES Permit NM0022292

PROJECT NUMBER: 2404920-C2-R4
DATE: January 30, 2025

TO: City of Santa Fe	**PROJECT NAME:** Santa Fe, NM **SCOPE:** Six (6) x 60HP Triton Rentals **DURATION:** Six (6) Months **SALES ENGINEER:** Jim Hentges / 952-556-5706 **REPRESENTATIVE:** Brian Dieke / 303-921-2846 Engineered Equipment Solutions

Newterra Corporation, Inc. is pleased to offer the following:

Six (6) 60HP AIRE-O_2 Triton® 2.0 Aerator, consisting of:

- 60HP, 230/460 volt, 3-phase, 900 RPM, TEFC, premium efficiency motor
- 10HP regenerative blower (SOTR = 162.2 lbs O_2 / hr each)
- Field replaceable, water-lubricated lower bearing
- Field replaceable, water-resistant sleeve
- 316 SS dual-blade primary PowerMix™ propeller
- 304 SS Saturn Ring diffuser
- 304 SS housing, mounting flange, and hollow shaft

  Note: Aerators shall arrive fully assembled for immediate mounting

Six (6) Eight-Float Assembly, consisting of:

- Eight (8) molded, LDPE, closed-cell foam filled pontoons
- 304 SS rails and mounting hardware
- Vortex shield attached to frame

  Note: Flotation devices require field assembly

Six (6) Standard 460V NEMA Outdoor Rated Manual On/Off Control Panel

Three (3) Year Warranty (See General Terms and Conditions)

Monthly rent for first six (6) month rental period	Subsequent months, up to an additional six (6) months
$41,664 per month	**$44,664 per month**

Total for first six (6) months rent is $249,984.00

Twelve Month Rental Contract ***– return freight of equipment not included***

EXCLUSIONS: Installation, duties, and taxes are not included. Cord grips, quick disconnects, and all items not specifically listed above are excluded.

NOTE: This is a continuation of the original return proposal. Equipment already on site and operating. Quotation valid for thirty (30) days.

1215 Chaska Creek Blvd • Chaska, Minnesota 55318 • USA
Telephone: (952) 448-6789 • Email: aiii@aireo2.com • Fax: (952) 448-7293

PAYMENT:	Net 30 Days from Shipment (Pending Credit Approval)
TERMS:	Must complete warranty card for warranty to apply. General Terms and Conditions Attached (5 Pages)

4100 Peavey Road • Chaska, Minnesota 55318 • USA
Telephone: (952) 448-6789 • Email: aiii@aireo2.com • Fax: (952) 448-7293

Aeration Industries International
a newterra company

4100 Peavey Rd.
Chaska, MN 55318
T: 952-448-6789 F: 952-556-5759

PAYMENT: Net 30 Days from Shipment (Pending Credit Approval)
TERMS: Must complete warranty card for warranty to apply. General Terms and Conditions Attached (5 Pages)

RENTAL AGREEMENT TERMS

1. Aire-O2 aeration equipment per attached scope
2. Customer is required to pay outgoing and return freight. Freight is not included in proposal.
3. Agreement is based on a six (6) month minimum rental period. Return of the equipment prior to six (6) months will result in minimum charge equal to the first six (6) month's fee.
4. Equipment must be pressure washed clean prior to shipping back equipment. Failure to do so will incur a minimum cleaning fee of $500.00 per unit.
5. A sixty (60) day written notice must be given by the customer prior to returning equipment

Project: 2404920-C2-R4 Rental – Six (6) 60HP Tritons, Floats & Control Panels
Date: January 30, 2025

Newterra Corporation		Customer	
Name (Print):	Jim Hentges	Name (Print):	
Title:	Lifecycle Sales	Title:	
Signature:		Signature:	
Date:	January 30, 2025		

Rental Return Checklist

Please Return Checklist with Units

- ☐ **Keep Crates/Packaging and Send Units Back in Original Crates**

- ☐ **Contact Sophia Johnson;** *johnson@newterra.com*, **for RMA# When Ready to Return**
  - *Send Prepaid via any carrier of your choice*
  - *Send 1215 Chaska Creek Blvd, Suite 400, Chaska, MN 55318*

- ☐ **Send pictures of packaged units to** sjohnson@newterra.com
  - Failure to do so will result in customer liability for damages

- ☐ **Pressure Wash Units, Floats, and Steel**
  - Try to avoid getting water into motor

- ☐ **Disassemble Float Assembly**

4100 Peavey Road ▫ Chaska, Minnesota 55318 ▫ USA
Telephone: (952) 448-6789 ▫ Email: aiii@aireo2.com ▫ Facsimile: (952) 448-7293

AIRE-O2® by newterra

Aire-O2® Triton® 2.0



Innovations in mechanical designs allow the Aire-O2 Triton 2.0 *(patents pending)* to provide better aeration efficiency, mixing capacity, and power consumption savings, as well as more seamless and flexible installation, operation and maintenance.

WHY CHOOSE TRITON 2.0?

- Mixing capacity increased by up to 54%
- Aeration efficiency increased by up to 20%
- Power consumption lowered by more than 18%
- Keyed connection enables easier installation and maintenance
- Fine bubble aeration with a mixing only option for BNR applications
- Easy retrofits and maintenance: no need to drain the tank or remove the equipment from the basin
- Performs in challenging, heavy debris conditions
- Operates for years with minimal maintenance
- Surface mounted, horizontal mixing provides better dispersion and directional control with no splashes or aerosols
- Certified by 3rd party oxygen transfer test following ASCE procedure

AIRE-O2® by newterra

Proudly Made In The USA

Aeration Industries® International, LLC.
4100 Peavey Road Chaska, MN | +1.952.448.6789 | aireo2.com | aii@aireo2.com
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The Trusted Way to Deliver Oxygen



Keyed Connection

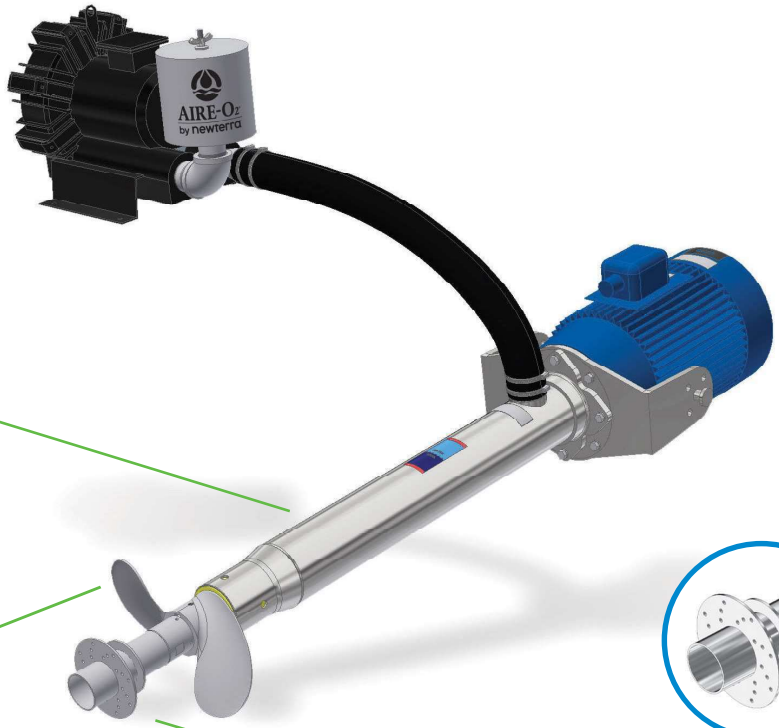
Keyed connected between the atomizer, propeller, and sleeve for easier installation and maintenance, as well as stronger connection and better longevity.

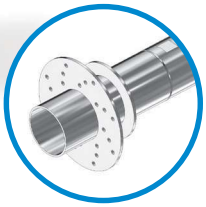


*Optimized Propeller**

Fully optimized propeller for better aeration efficiency and higher mixing capacity.

** Patent pending*





*Enhanced Atomizer**

Newly enhanced atomizer for optimized oxygen transfer.

** Patent pending*

FLEXIBLE MOUNTING SOLUTIONS



Wall Mount



Universal Mount



Bridge Mount



Float Mount

ADDITIONAL ACCESSORIES

- Anti-Erosion Baffle
- Guide Rail
- Swing Arm
- Davit Crane
- Vortex Shield
- Maintenance Platform
- Winch Mooring
- Float Support

**Consult your sales representative for selection assistance*

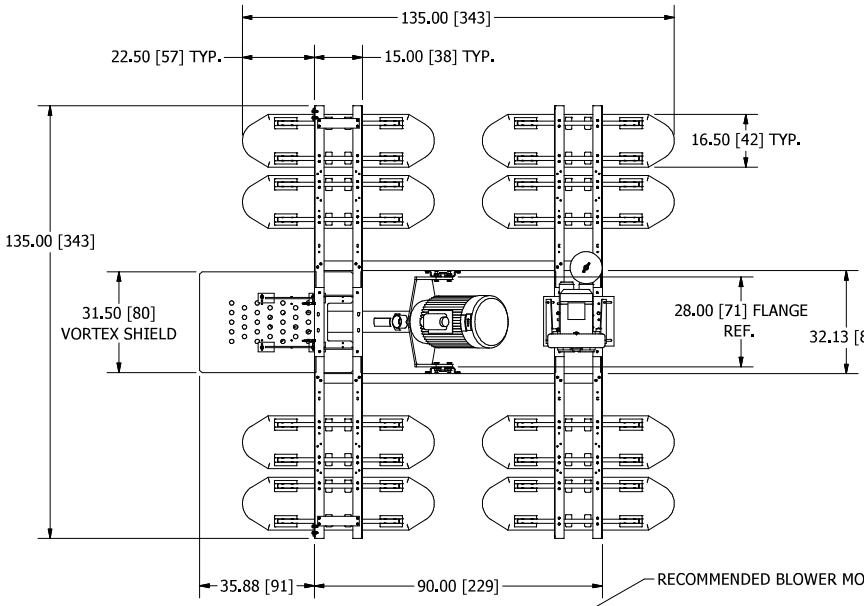
AIRE-O2 by newterra

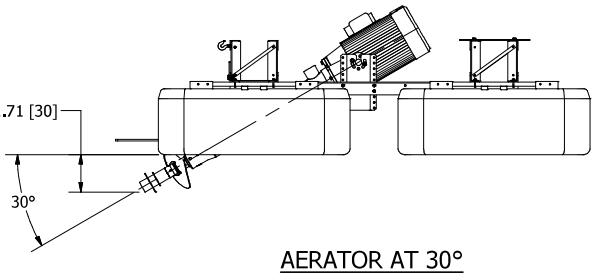
Proudly Made In The USA

Aeration Industries® International, LLC.
4100 Peavey Road Chaska, MN | +1.952.448.6789 | aireo2.com | aii@aireo2.com

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REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	15-2727	RELEASED FOR PRODUCTION	JFW	11-02-15
A	20-3157	ADDED SOLID VORTEX SHIELD ASSY	SS	10-21-20





AERATOR AT 30°

NOTE:
DIMENSIONS SHOWN IN [ ] ARE IN CENTIMETERS.

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DIMENSIONS AND TOLERANCES SHALL BE INTERPRETED IN ACCORDANCE WITH ANSI Y14.5•2009 STANDARDS

DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
•UNLESS NOTED OTHERWISE•
FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125
WELDMENTS
ONE PLACE ± 0.06 | 2 PLACE ± 0.03 | 3 PLACE ± 0.015
MACHINED PARTS
ONE PLACE ± 0.03 | 2 PLACE ± 0.01 | 3 PLACE ± 0.005

DRAWN: Jon Wickum — DATE: 11/18/2015
REVISED — DATE

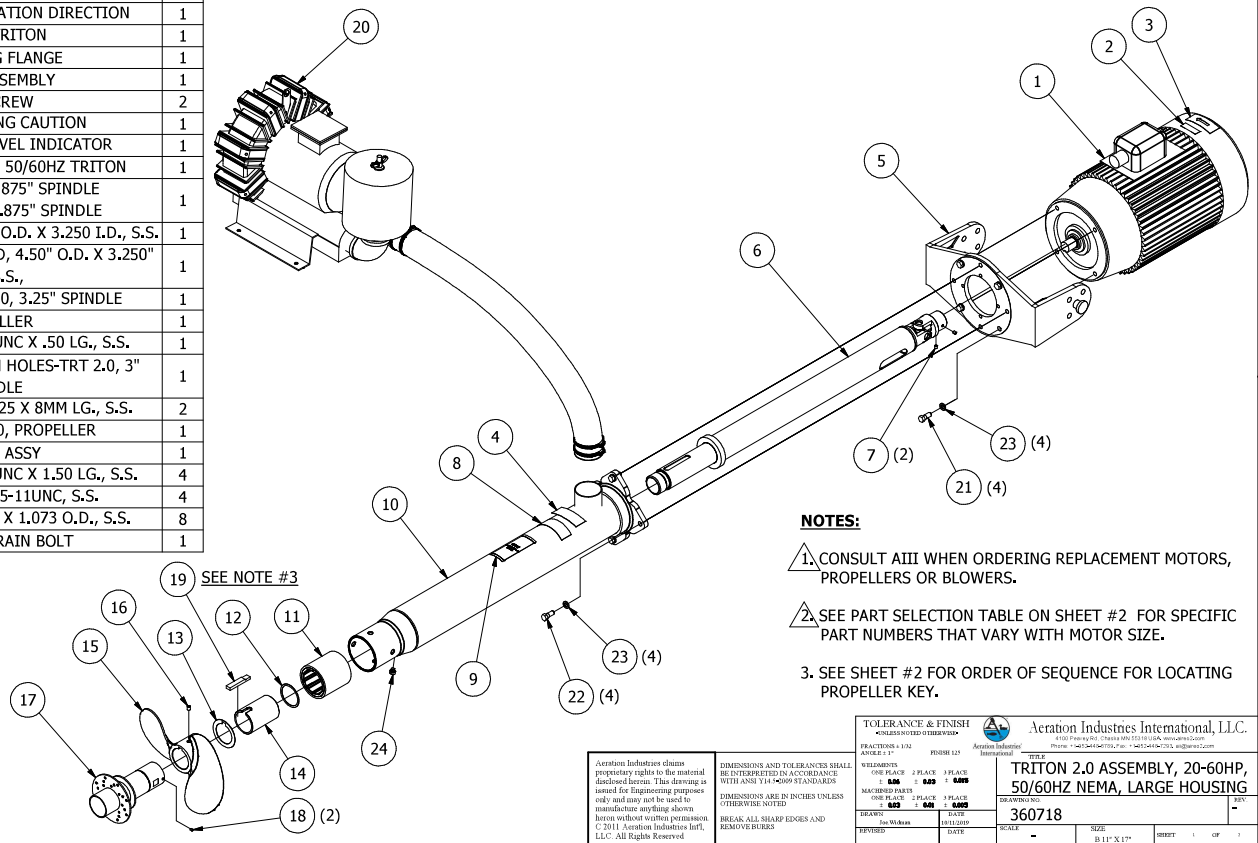
Aeration Industries International, LLC.
4100 Peony Rd. Chaska MN 55318 USA www.airoc2.com
Phone +1-952-448-6789 Fax +1-952-448-7293 all@airoc2.com

TITLE
OUTLINE DIMENSIONS - UNIVERSAL
8-FLOAT WITHOUT ROLLERS

DRAWING NO: 360-627 — REV: A
SCALE: - — SIZE: B 11" X 17" — SHEET 1 OF 1

BILL OF MATERIAL			
ITEM	PART NO.	DESCRIPTION	QTY.
1	△1	MOTOR 50/60HZ NEMA	1
2	224013	LABEL, SERIAL NO.	1
3	224152	LABEL, MOTOR ROTATION DIRECTION	1
4	224184	LABEL, TRITON	1
5	△2	MOUNTING FLANGE	1
6	△2	SHAFT ASSEMBLY	1
7	△2	SET SCREW	2
8	224021	LABEL, BEARING CAUTION	1
9	224154	LABEL, WATER LEVEL INDICATOR	1
10	330107	HOUSING, 20-60HP, 50/60HZ TRITON	1
11	213054 213027	ARB BEARING, 2.875" SPINDLE CRB BEARING, 2.875" SPINDLE	1
12	215810	WASHER-TRT 2.0, 3.75" O.D. X 3.250 I.D., S.S.	1
13	215811	WASHER-TRT 2.0, KEYED, 4.50" O.D. X 3.250" I.D. S.S.,	1
14	247046	SDS SLEEVE-TRT 2.0, 3.25" SPINDLE	1
15	△1	PROPELLER	1
16	215156	SET SCREW, .50-13UNC X .50 LG., S.S.	1
17	223106	ATOMIZER ASSY WITH HOLES-TRT 2.0, 3" SPINDLE	1
18	215331	SET SCREW, M8 X 1.25 X 8MM LG., S.S.	2
19	△2	KEY-TRITON 2.0, PROPELLER	1
20	△1	BLOWER ASSY	1
21	215150	BOLT HHCS, .625-11UNC X 1.50 LG., S.S.	4
22	△2	BOLT HHCS, .625-11UNC, S.S.	4
23	215151	WASHER LOCK, .625 X 1.073 O.D., S.S.	8
24	215785	HOUSING DRAIN BOLT	1

REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	19-3074	RELEASED FOR PRODUCTION	JFW	10-8-19



NOTES:

1. △1 CONSULT AIII WHEN ORDERING REPLACEMENT MOTORS, PROPELLERS OR BLOWERS.
2. △2 SEE PART SELECTION TABLE ON SHEET #2 FOR SPECIFIC PART NUMBERS THAT VARY WITH MOTOR SIZE.
3. SEE SHEET #2 FOR ORDER OF SEQUENCE FOR LOCATING PROPELLER KEY.

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DIMENSIONS AND TOLERANCES SHALL BE INTERPRETED IN ACCORDANCE WITH ANSI Y14.5•2009 STANDARDS

DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
•UNLESS NOTED OTHERWISE•
FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125
WELDMENTS
ONE PLACE ± 0.06 | 2 PLACE ± 0.03 | 3 PLACE ± 0.015
MACHINED PARTS
ONE PLACE ± 0.03 | 2 PLACE ± 0.01 | 3 PLACE ± 0.005

DRAWN: Jon Wickum
DATE: 10/11/2019
REVISED
DATE

Aeration Industries International, LLC.
4100 Peony Rd. Chaska MN 55318-1084 www.aeration.com
Phone: 1-952-448-6789 Fax: 1-952-448-7293 sales@aeration.com

TITLE
TRITON 2.0 ASSEMBLY, 20-60HP, 50/60HZ NEMA, LARGE HOUSING

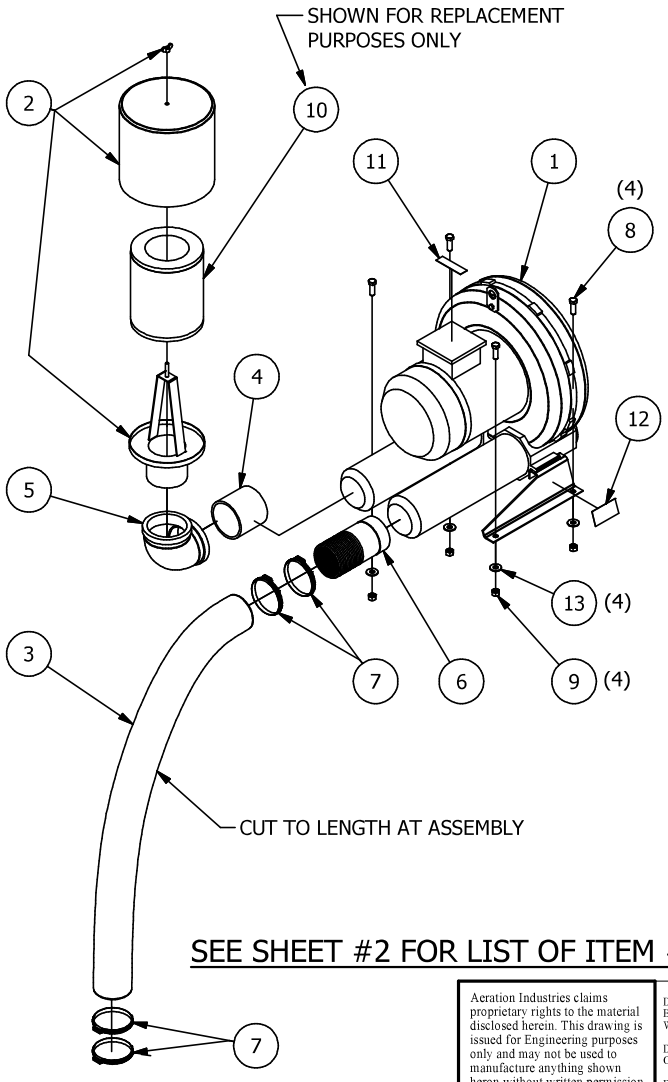
DRAWING NO.
360718

REV
-

SCALE
-

SIZE
B 11" X 17"

SHEET 1 OF 3



SEE SHEET #2 FOR LIST OF ITEM #1

REVISION HISTORY

REV	ECO NO.	DESCRIPTION	BY	DATE
-	17-2882	RELEASED FOR PRODUCTION	JFW	5-22-17
A	17-2897	ADDED 230130 TO ITEM 1	JH	8-18-17
B	18-2972	ITEM 4 & 5 QTY WAS 2	JH	7-20-18
C	20-3107	REDRAWN IN INVENTOR	JFW	2-6-20
D	21-3247	ADDED BLOWER PART NUMBERS 230148, 230149 AND 230150 TO ITEM #1	JFW	12-9-21
E	23-3315	ADDED BLOWER PART NUMBER 230062 TO ITEM #1	JFW	2-17-23
F	23-3332	ADDED BLOWER PART NUMBER 230153 TO ITEM #1	JFW	9-26-23
G	24-3339	ADDED BLOWER PART NUMBER 230154 TO ITEM #1	JFW	2-22-24

BILL OF MATERIAL

ITEM	PART NO.	DESCRIPTION	QTY.
13	215130	WASHER-FLAT, .50" S.S.	4
12	224167	DO NOT OPERATE LABEL	1
11	224153	BLOWER ROTATION LABEL	1
10	230040	FILTER ELEMENT, REPLACEMENT, 800 SCFM	1
9	215093	NUT, LOCK, .50-13UNC S.S.	4
8	215099	SHCS, .50-13UNC X 1.50 LG. S.S.	4
7	221059	CLAMP, HOSE 4.0" CS PLTD	4
6	215636	ADAPTER, 4.0 MPT X 4.0 HOSE, CS PLTD	1
5	215670	ELBOW-90 DEG., 4.0 FPT CS CTD	1
4	215681	NIPPLE, 4.0 MPT X 4.0 LG CS CTD	1
3	108030	HOSE, AIR DUCT, 4.0"	6'
2	230038	FILTER ASSY, INLET, 800 SCFM, 4.0"	1

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DIMENSIONS AND TOLERANCES SHALL BE INTERPRETED IN ACCORDANCE WITH ANSI Y14.5-2009 STANDARDS

DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-
FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125
WELDMENTS
ONE PLACE ± 0.06 2 PLACE ± 0.03 3 PLACE ± 0.015
MACHINED PARTS
ONE PLACE ± 0.03 2 PLACE ± 0.01 3 PLACE ± 0.005

DRAWN Joe Widman DATE 2/5/2020
REVISED DATE

Aeration Industries International, LLC.
4100 Peavey Rd, Chaska MN 55318 USA, www.aireo2.com
Phone: +1-952-448-6789, Fax: +1-952-448-7293, aii@aireo2.com

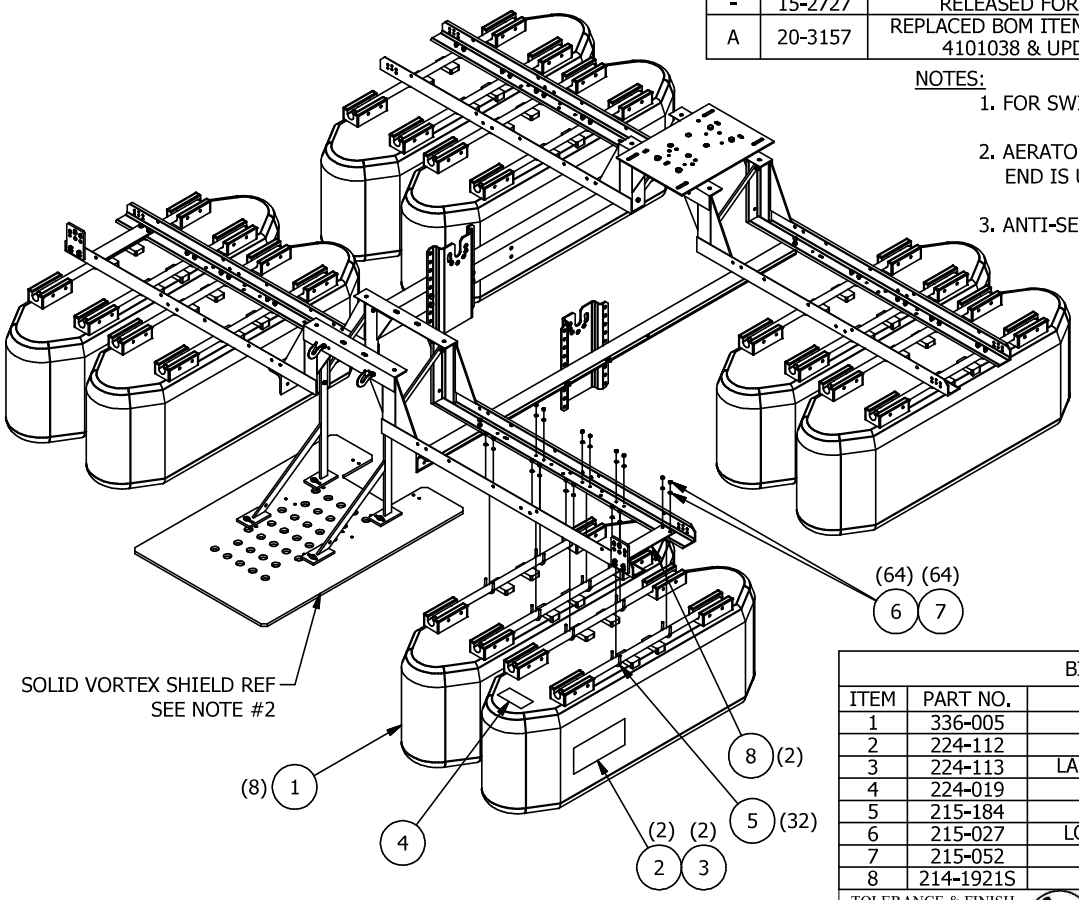
TITLE
ASSEMBLY DRAWING K09-MS, K10-MS, K11-MS, E11-MS & E12-MS BLOWER

DRAWING NO. 360690 REV. G
SCALE - SIZE A4 SHEET 1 OF 2

REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	15-2727	RELEASED FOR PRODUCTION	JFW	11-02-15
A	20-3157	REPLACED BOM ITEM 14, 410949 WITH 4101038 & UPDATED MODEL	SS	10-14-20

NOTES:

1. FOR SWING ARM OPTION SEE SHEET #3.
2. AERATOR SHOULD BE MOUNTED SO PROPELLER END IS UNDER VORTEX SHIELD.
3. ANTI-SEIZE IS REQUIRED ON ALL HARDWARE.



BILL OF MATERIAL			
ITEM	PART NO.	DESCRIPTION	QTY.
1	336-005	PONTOON ASSY. S.S.	8
2	224-112	LABEL, PHONE # DOMESTIC	2
3	224-113	LABEL, PHONE # INTERNATIONAL	2
4	224-019	LABEL, FLOATATION SAFETY	1
5	215-184	U-BOLT, 5/16-18UNC S.S.	32
6	215-027	LOCK WASHER, 5/16-18UNC S.S.	64
7	215-052	HEX NUT, 5/16-18UNC S.S.	64
8	214-1921S	CROSS ARCH SUPPORT, S.S.	2

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-

FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125

WELDMENTS
ONE PLACE ± 0.06 | 2 PLACE ± 0.03 | 3 PLACE ± 0.015

MACHINED PARTS
ONE PLACE ± 0.03 | 2 PLACE ± 0.01 | 3 PLACE ± 0.005

DRAWN: Joe Widman | DATE: 12/28/2015
REVISED | DATE

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DIMENSIONS AND TOLERANCES SHALL BE INTERPRETED IN ACCORDANCE WITH ANSI Y14.5-2009 STANDARDS

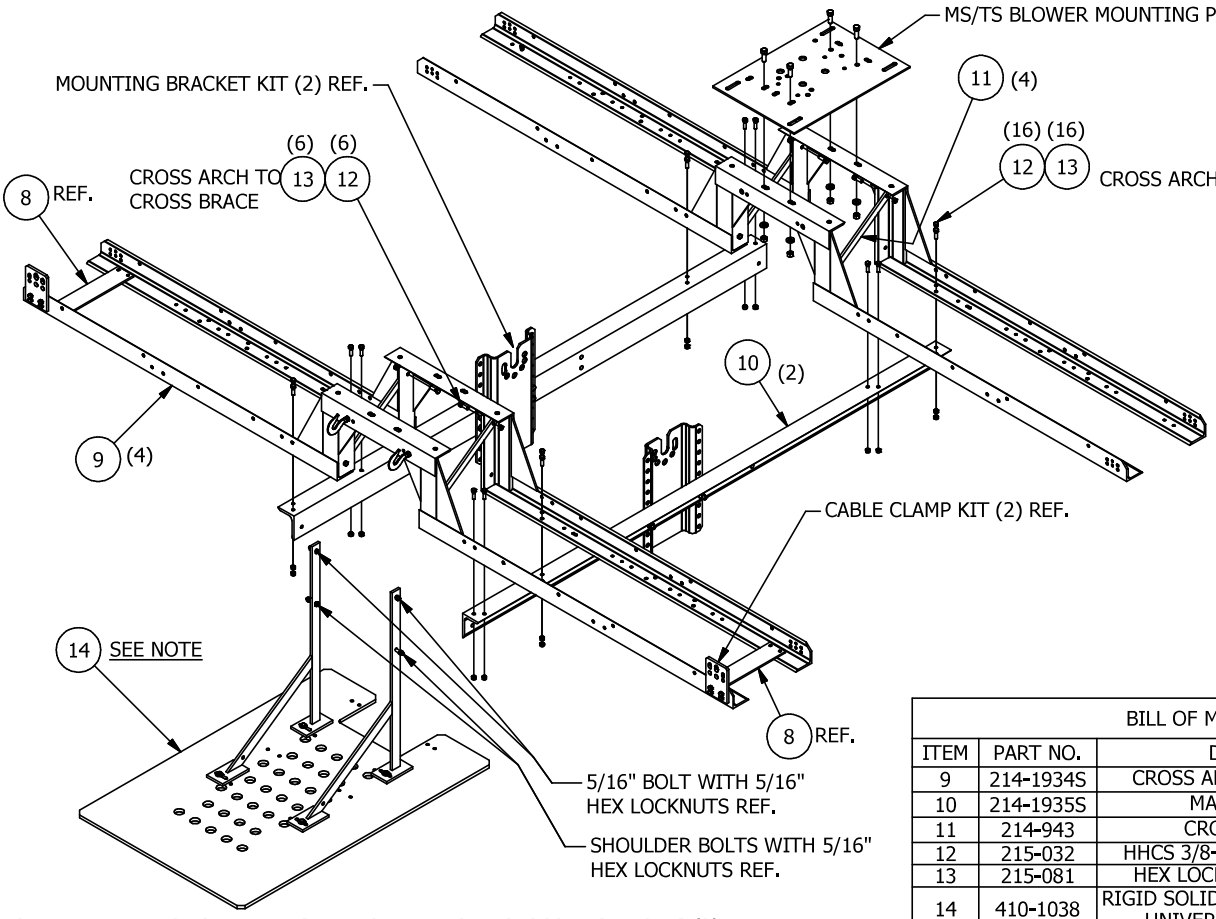
DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

Aeration Industries International, LLC.
4100 Peavey Rd. Chaska MN 55318 USA. www.aireo2.com
Phone: +1-952-448-6789. Fax: +1-952-448-7293. air@aireo2.com

TITLE
UNIVERSAL 8-FLOAT ASSEMBLY, WITHOUT ROLLERS, S.S.

DRAWING NO. 360-646S | REV. A
SCALE - | SIZE A4 | SHEET 1 OF 3



NOTE: ITEM #14 IS TO BE ATTACHED TO THE FRONT CROSS ARCH USING (2) 5/16" BOLT WITH (2) 5/16" HEX LOCKNUTS AT THE UPPER HOLE LOCATION AND (2) SHOULDER BOLTS WITH (2) 5/16" HEX LOCKNUTS AT THE LOWER HOLE LOCATION. THIS HARDWARE IS PROVIDED IN THE VORTEX SHIELD ASSEMBLY.

BILL OF MATERIAL

ITEM	PART NO.	DESCRIPTION	QTY.
9	214-1934S	CROSS ARCH WELDMENT, S.S.	4
10	214-1935S	MAIN FRAME, S.S.	2
11	214-943	CROSS BRACE, S.S.	4
12	215-032	HHCS 3/8-16UNC X 1.25 LG. S.S.	22
13	215-081	HEX LOCKNUT 3/8-16UNC S.S.	22
14	410-1038	RIGID SOLID VORTEX SHIELD ASSY-UNIVERSAL 4-6-8-10 FLOAT	1

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DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-
FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125
WELDMENTS
ONE PLACE ± 0.06 2 PLACE ± 0.03 3 PLACE ± 0.015
MACHINED PARTS
ONE PLACE ± 0.03 2 PLACE ± 0.01 3 PLACE ± 0.005

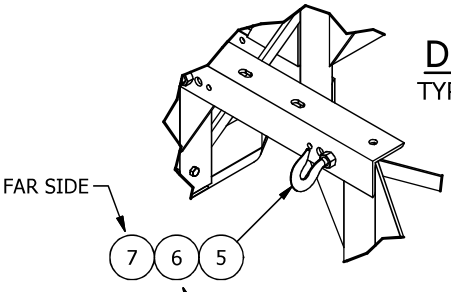
DRAWN Joe Widman DATE 12/28/2015
REVISED DATE

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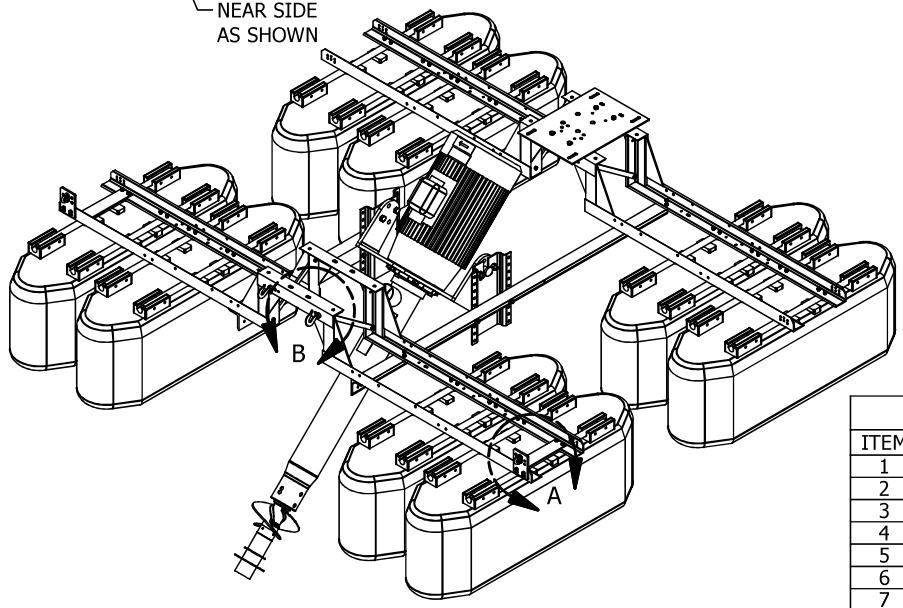
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UNIVERSAL 8-FLOAT ASSEMBLY, WITHOUT ROLLERS, S.S.

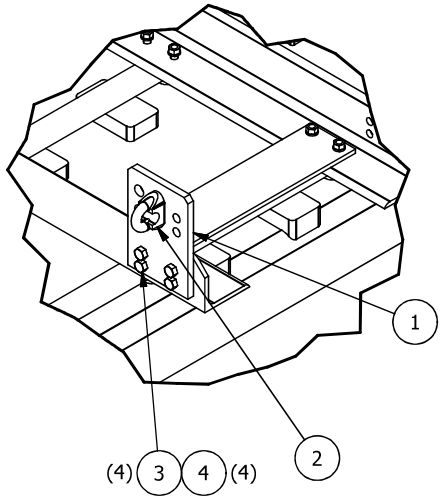
DRAWING NO. 360-646S
REV. A
SCALE -
SIZE A4
SHEET 2 OF 3

REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	16-2748	RELEASED FOR PRODUCTION	JFW	01-12-16



DETAIL B
TYP. (2) PLACES





DETAIL A
TYP. (2) PLACES

BILL OF MATERIAL			
ITEM	PART NO.	DESCRIPTION	QTY.
1	214-1942	CABLE MOUNT PLATE, S.S.	2
2	221-053	WIRE ROPE CLAMP, 5/8" S.S.	2
3	215-032	HHCS 3/8-16UNC X 1.25 LG. S.S.	8
4	215-081	HEX LOCKNUT, 3/8-16UNC S.S.	8
5	215-793	THREADED HOOK, 5/8" OPENING S.S.	2
6	215-204	HEX NUT, 5/8-11UNC S.S.	2
7	215-155	HEX LOCKNUT, 5/8-11UNC S.S.	2

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-

FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125

WELDMENTS
ONE PLACE ± 0.06 | 2 PLACE ± 0.03 | 3 PLACE ± 0.015

MACHINED PARTS
ONE PLACE ± 0.03 | 2 PLACE ± 0.01 | 3 PLACE ± 0.005

DRAWN	DATE
Joe Widman	1/28/2016
REVISED	DATE

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DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

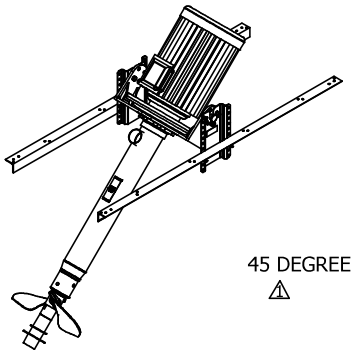
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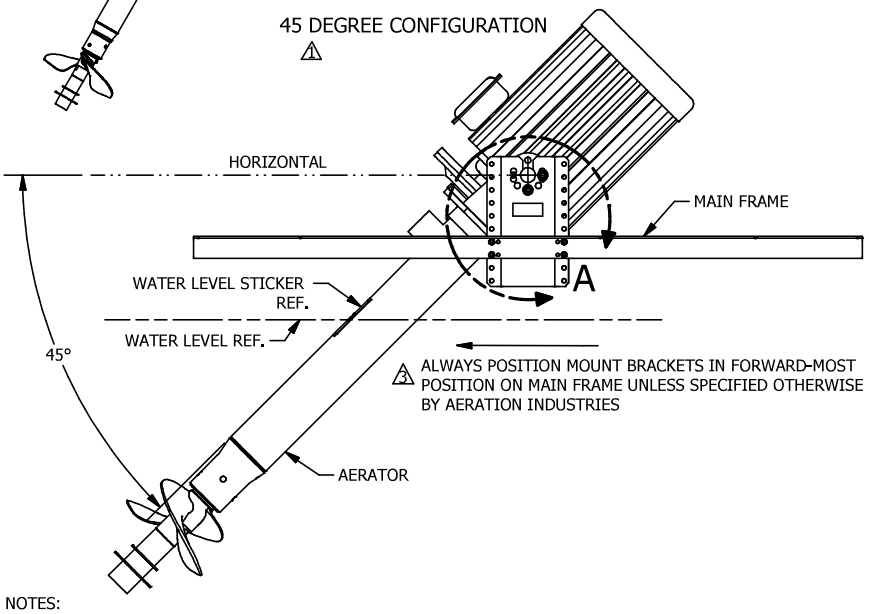
TITLE
DIRECT MOUNT KIT, 5/8"
UNIVERSAL FLOAT

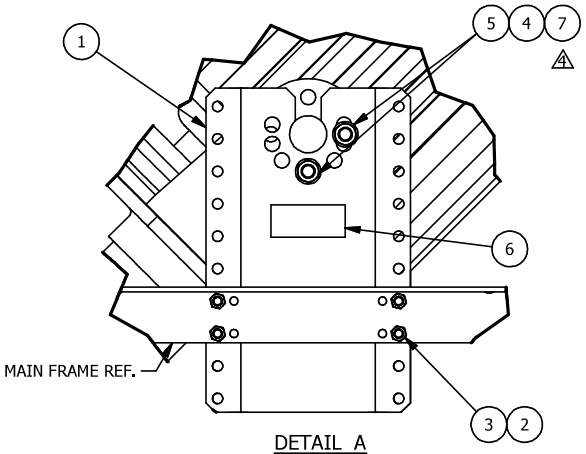
DRAWING NO.	REV.
360-645	-

SCALE	SIZE	SHEET
-	A4	1 OF 1

REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	20-3098	RELEASED FOR PRODUCTION	RPH	01/13/20
A	22-3253	UPDATE FOR FULL UNIVERSAL BRACKET CHANGE RELEASE	RPH	03/03/22







DETAIL A
MOUNT BRACKET ASSEMBLY

NOTES:

1. AERATOR IS SHOWN POSITIONED AT 45° [STANDARD OPERATING ANGLE]. IF APPLICATION CALLS FOR 30° OR 60° OPERATION, BOLT PATTERN (5,4,7) MUST BE ADJUSTED TO ACCOMODATE ANGLE. MOUNT BRACKET (1) HEIGHT MUST ALSO BE ADJUSTED TO KEEP AERATOR AT PROPER DISTANCE FROM WATER LEVEL.

2. SEE SHEETS 2 AND 3 FOR BOLT PATTERN CONFIGURATION AND MOUNT BRACKET HEIGHT ADJUSTMENT.

3. ALWAYS POSITION MOUNT BRACKETS IN FORWARD-MOST POSITION ON MAIN FRAME.

4. WASHERS (ITEM 7) TO BE USED WITH SLOTS

BILL OF MATERIAL			
ITEM	PART NO.	DESCRIPTION	QTY.
1	214908S 214908G	MOUNT BRACKET, UNIVERSAL, 22.5/28" FLANGE, S.S. MOUNT BRACKET, UNIVERSAL, 22.5/28" FLANGE, GALV.	2
2	215-099	HHCS, 1/2-13UNC X 1.50 LG. S.S.	8
3	215-093	HEX LOCKNUT, 1/2-13UNC S.S.	8
4	215-341	HHCS, 3/4-10UNC X 2.00 LG. S.S.	4
5	215-198	HEX LOCKNUT, 3/4-10UNC S.S.	4
6	224-017	DECAL, MOUNT BRACKET	1
7	215-369	WASHER, FLAT, 3/4"	4

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BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-

FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125

WELDMENTS
ONE PLACE ± 0.06
2 PLACE ± 0.03
3 PLACE ± 0.015

MACHINED PARTS
ONE PLACE ± 0.03
2 PLACE ± 0.01
3 PLACE ± 0.005

DRAWN	DATE
Joe Widman	1/13/2016
REVISED	DATE
RPH	1/13/20

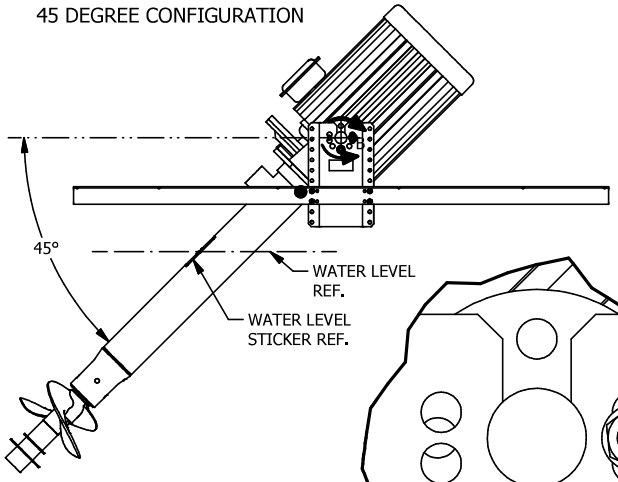
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TITLE
DWG ASSY, MOUNT BRACKET KIT, 30/45/60°, 22.5/28" FLANGE

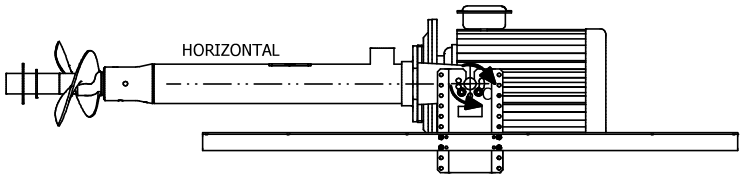
DRAWING NO.	REV.
360740	A

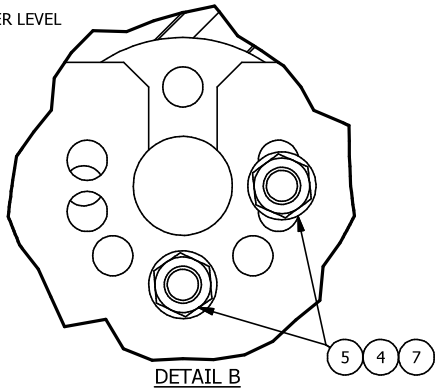
SCALE	SIZE	SHEET
-	A4	1 OF 3

45 DEGREE CONFIGURATION

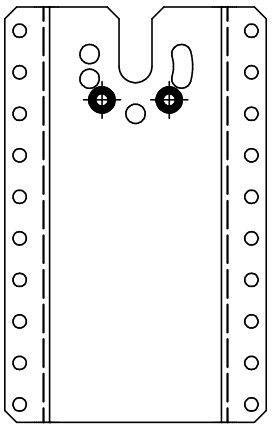


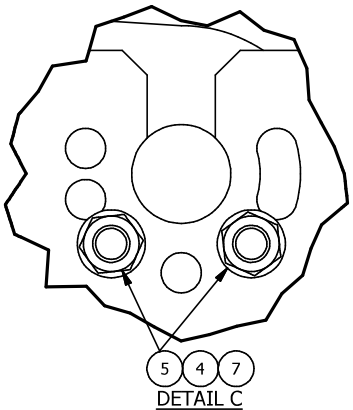
MAINTENANCE POSITION



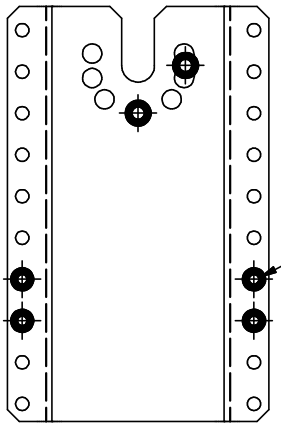


DETAIL B
HARDWARE CONFIGURATION
FOR 45 DEGREE OPERATION





DETAIL C
HARDWARE CONFIGURATION
MAINTENANCE POSITION



'STARTING POSITION' FOR 45 DEGREE OPERATION.
TRIAL ONE UNIT TO ENSURE WATER LEVEL IS AT CENTER OF WATER LEVEL STICKER. ADJUST HEIGHT AS NECESSARY.
ONLY OPERATE WHEN WATER IS AT CENTER OF STICKER.

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DIMENSIONS AND TOLERANCES SHALL BE INTERPRETED IN ACCORDANCE WITH ANSI Y14.5-2009 STANDARDS

DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-

FRACTIONS ± 1/32 ANGLE ± 1°		FINISH 125	
WELDMENTS	ONE PLACE ± 0.06	2 PLACE ± 0.03	3 PLACE ± 0.015
MACHINED PARTS	ONE PLACE ± 0.03	2 PLACE ± 0.01	3 PLACE ± 0.005

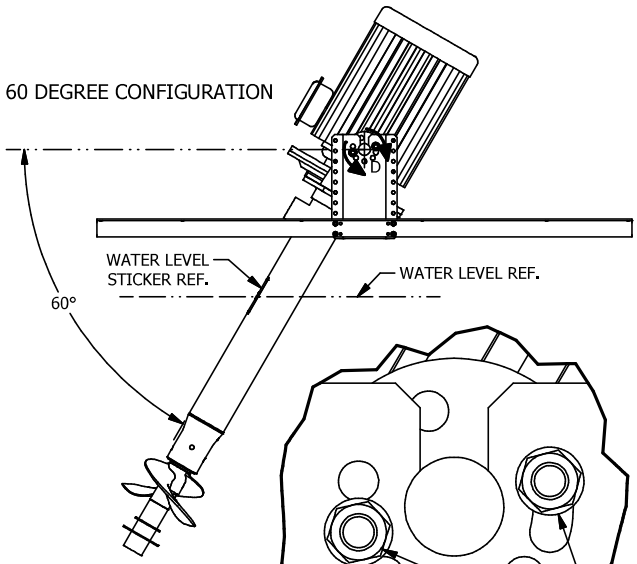
DRAWN Joe Widman	DATE 1/13/2016
REVISED	DATE

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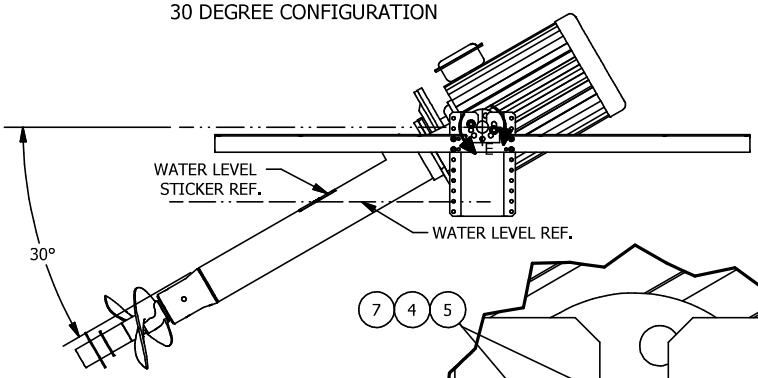
TITLE
DWG ASSY, MOUNT BRACKET KIT, 30/45/60°, 22.5/28" FLANGE

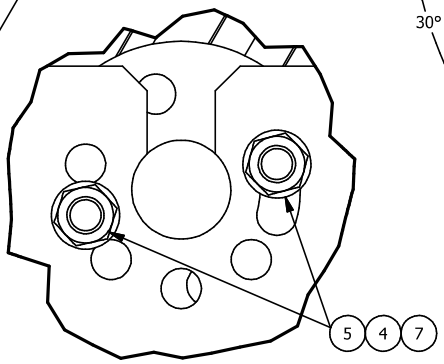
DRAWING NO. 360740		REV. A
SCALE -	SIZE A4	SHEET 2 OF 3

60 DEGREE CONFIGURATION



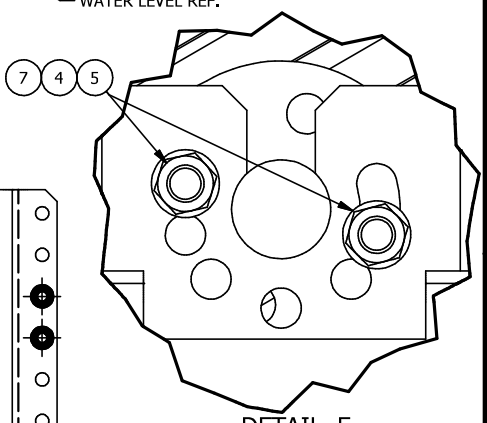
30 DEGREE CONFIGURATION





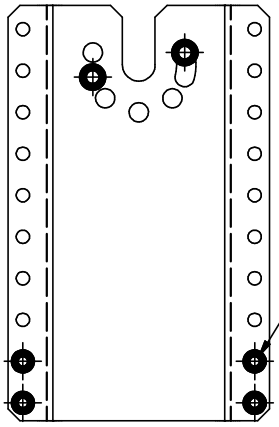
DETAIL D

HARDWARE CONFIGURATION
FOR 60 DEGREE OPERATION.

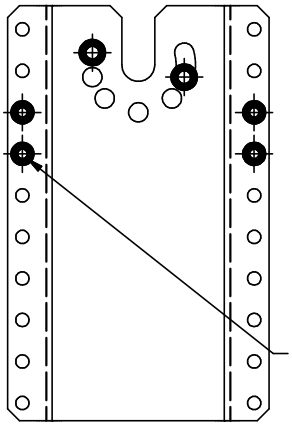


DETAIL E

HARDWARE CONFIGURATION
FOR 30 DEGREE OPERATION.



'STARTING POSITION' FOR 60 DEGREE OPERATION.
TRIAL ONE UNIT TO ENSURE WATER LEVEL IS AT CENTER
OF WATER LEVEL STICKER. ADJUST HEIGHT AS NECESSARY.
ONLY OPERATE WHEN WATER IS AT CENTER OF STICKER.



'STARTING POSITION' FOR 30 DEGREE OPERATION.
TRIAL ONE UNIT TO ENSURE WATER LEVEL IS AT CENTER
OF WATER LEVEL STICKER. ADJUST HEIGHT AS NECESSARY.
ONLY OPERATE WHEN WATER IS AT CENTER OF STICKER.

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DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-

FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125

WELDMENTS
ONE PLACE ± 0.06 | 2 PLACE ± 0.03 | 3 PLACE ± 0.015

MACHINED PARTS
ONE PLACE ± 0.03 | 2 PLACE ± 0.01 | 3 PLACE ± 0.005

DRAWN	DATE
Joe Widman	1/13/2016
REVISED	DATE

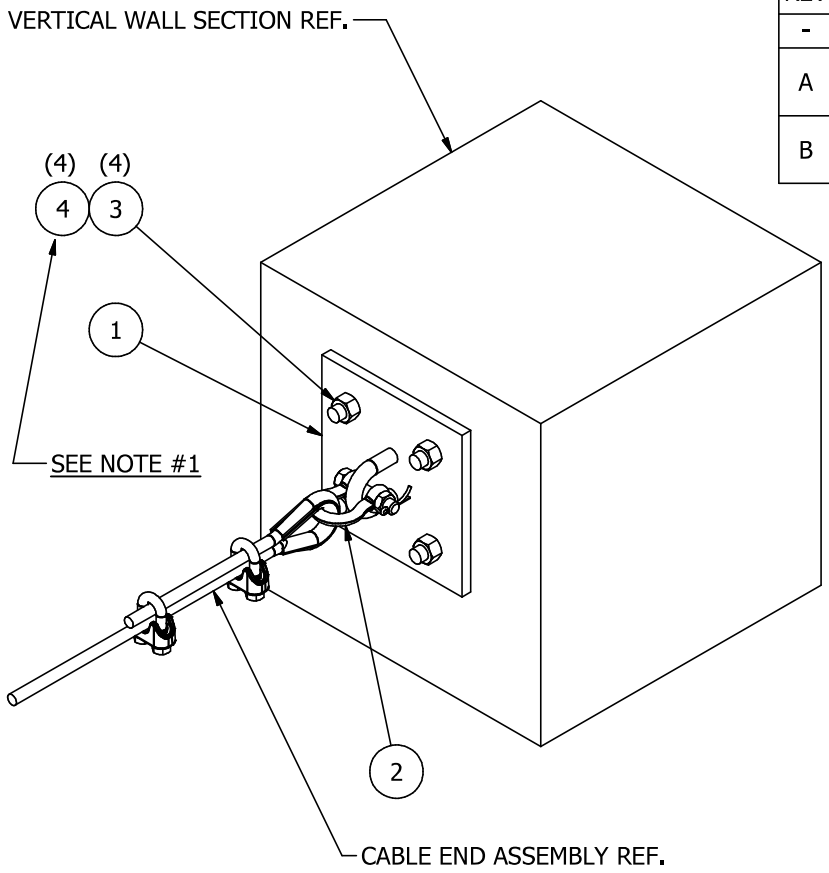
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Phone: +1-952-448-6789. Fax: +1-952-448-7293. air@aireo2.com

TITLE
DWG ASSY, MOUNT BRACKET KIT, 30/45/60°, 22.5/28" FLANGE

DRAWING NO.	REV.
360740	A

SCALE	SIZE	SHEET
-	A4	3 OF 3

REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	20-3129	RELEASED FOR PRODUCTION	SS	04-28-20
A	21-3232	ADDED GALVANIZED 3/4" SHACKLE ANCHOR PART #215-845	JFW	9-22-21
B	23-3329	REDRAWN IN INVENTOR AND ADDED SHEET #2	JFW	7-27-23



NOTES:

1. ONCE PARABOLT IS INSTALLED, REPLACE HEX NUT SUPPLIED WITH HEX LOCK NUT. (ITEM #4)
2. THIS ASSEMBLY MAY BE USED FOR A 5/8" CABLE ASSEMBLY ALSO.
3. REFERENCE SHEET #2 FOR INSTALLATION HEIGHT REQUIREMENT.

BILL OF MATERIAL			
ITEM	PART NO.	DESCRIPTION	QTY.
1	214-508 214-508S	ANCHOR PLATE HEAVY DUTY, GALV. ANCHOR PLATE HEAVY DUTY, S.S.	1
2	215-845 215-825	SHACKLE, 3/4" GALV. SHACKLE, 3/4" S.S.	1
3	215-425	PARABOLT, .625-11UNC X 7.00 LG.	4
4	215-155	NUT, LOCK HEX, .625-11UNC, S.S.	4

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DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

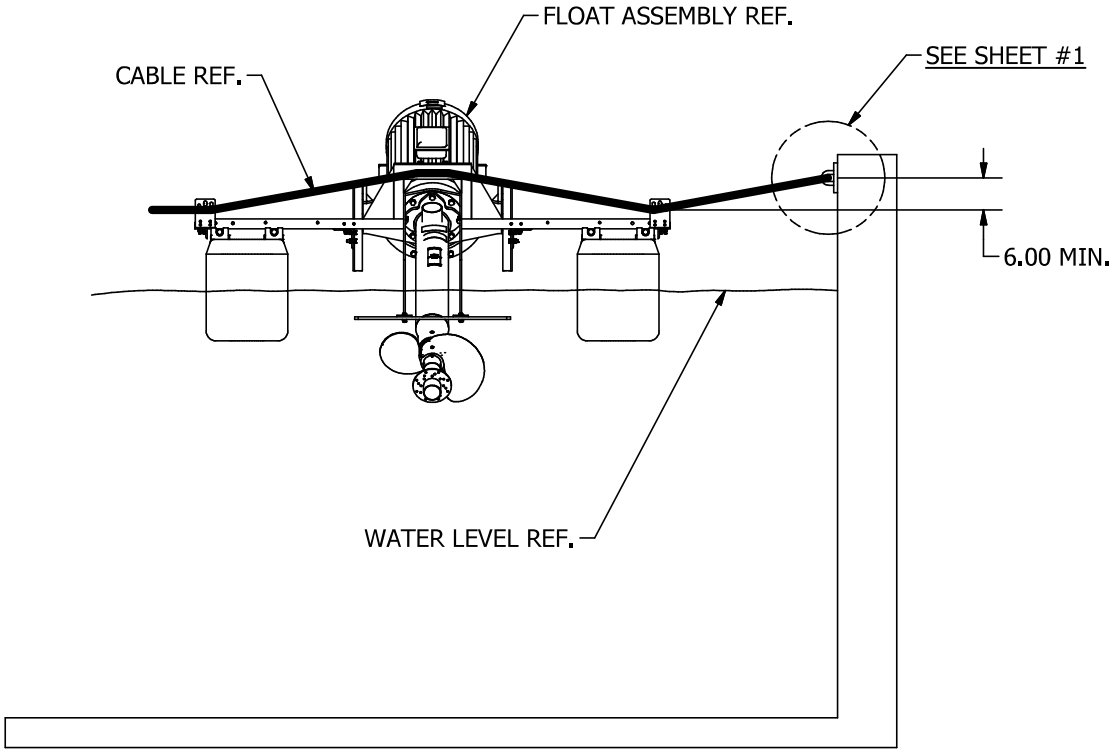
BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-
FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125
WELDMENTS
ONE PLACE ± 0.06 | 2 PLACE ± 0.03 | 3 PLACE ± 0.015
MACHINED PARTS
ONE PLACE ± 0.03 | 2 PLACE ± 0.01 | 3 PLACE ± 0.005

DRAWN: Joe Widman | DATE: 7/27/2023
REVISED | DATE

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dba Aire-O2
4100 Peavey Rd, Chaska, MN 55318, USA.
Phone: +1-952-448-6788, Web: www.newterra.com

TITLE: WALL ANCHOR, HEAVY DUTY W/SHACKLE, 3/4" ASSEMBLY
DRAWING NO.: 360747
REV.: B
SCALE: -
SIZE: A4
SHEET 1 OF 2



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DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-

FRACTIONS ± 1/32	ANGLE ± 1°	FINISH 125
WELDMENTS	ONE PLACE ± 0.06	2 PLACE ± 0.03
		3 PLACE ± 0.015
MACHINED PARTS	ONE PLACE ± 0.03	2 PLACE ± 0.01
		3 PLACE ± 0.005

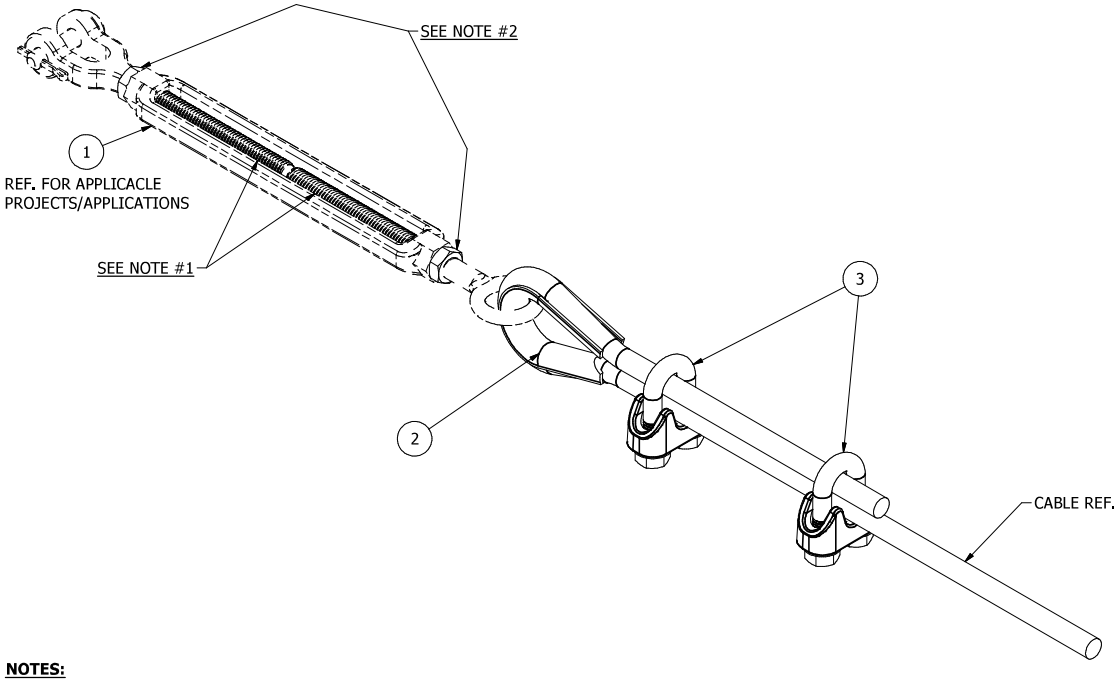
DRAWN	Joe Widman	DATE 7/27/2023
REVISED		DATE

Newterra Corporation, Inc.
dba Aire-O2
4100 Peavey Rd, Chaska, MN 55318, USA.
Phone: +1-952-448-6788, Web: www.newterra.com

TITLE
WALL ANCHOR, HEAVY DUTY W/SHACKLE 3/4" ASSEMBLY

DRAWING NO. 360747			REV. B
SCALE -	SIZE A4	SHEET 2 OF 2	

REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	20-3168	RELEASED FOR PRODUCTION	JFW	11-19-20



NOTES:

1. APPLY ANTI-SEIZE TO THE THREADS ON THE TURNBUCKLE PRIOR TO INSTALLATION/ASSEMBLY.

2. TIGHTEN (2) JAM NUTS AT ENDS OF TURNBUCKLE AFTER IT HAS BEEN TIGHTENED TO FINAL DESIRED POSITION.

BILL OF MATERIAL			
ITEM	PART NO.	DESCRIPTION	QTY.
1	-	TURNBUCKLE	1
2	-	WIRE ROPE THIMBLE	1
3	-	WIRE ROPE CLAMP	2

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DIMENSIONS AND TOLERANCES SHALL BE INTERPRETED IN ACCORDANCE WITH ANSI Y14.5•2009 STANDARDS

DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
•UNLESS NOTED OTHERWISE•
FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125
WELDMENTS
ONE PLACE ± 0.06 | 2 PLACE ± 0.03 | 3 PLACE ± 0.015
MACHINED PARTS
ONE PLACE ± 0.03 | 2 PLACE ± 0.01 | 3 PLACE ± 0.005

Aeration Industries International, LLC.
4100 Peony Rd. Chaska MN 55318-1164 www.aeroz.com
Phone: 1-952-448-6479 Fax: 1-952-448-7293 sls@aeroz.com

TITLE
CABLE END ASSEMBLY

DRAWING NO.
360757

REV
-

DRAWN
Jon Wilson

DATE
11/19/2020

REVISED

DATE

SCALE
-

SIZE
B 11" X 17"

SHEET 1 OF 1

Terms and Conditions

1. PURCHASE ORDER:
   Newterra ("Seller") will initiate work upon written acceptance of a complete order from a purchasing party ("Buyer"). A complete order includes a signed purchase order which includes the overall price of Agreement and scope of supply, purchase order number, payment terms, billing and shipping addresses, Tax Identification Number.

2. APPLICABILITY / SCOPE:
   All goods and services provided shall be governed by the terms and conditions set forth herein. Any modifications to these terms or to the scope of any purchase order or project hereunder, shall be mutually agreed upon and set forth in writing executed by both parties. Such writing shall clearly set forth the nature and extent of the change, and, if applicable, any adjustment in price associated with such change.

3. SCHEDULE/RENTAL TERM:
   Upon receipt of Purchase Order, unless the proposal is based on a firm schedule as noted, Seller and Buyer shall agree to a schedule and timeline for provision of scope, unless otherwise agreed to in writing.

   In the event of Buyer caused delay, Seller shall be entitled to readjustment of schedule based on the impacts due to the delay. Seller shall advise Buyer, in writing, of the revised schedule. Seller shall be entitled to compensation from all costs associated with Buyer caused delay.

   The Rental Term will begin on the date the Equipment is scheduled to ship and will continue for the minimum term as detailed in the accompanying Rental Quotation. If the equipment is not returned to Seller by the end of the rental term, unless agreed by both parties under a formal contract extension, Seller may exercise the right to seize the equipment under terms of this agreement. Until the equipment is returned, Seller rental charges shall continue to accrue on a monthly basis. These non-prorated rental charges will be invoiced beginning on the anniversary date of the scheduled shipment.

4. CREDIT APPROVAL:
   All new purchase orders are subject to mandatory credit approval for first time Buyers and discretionary credit approval for repeat Buyers (credit approval form available from Seller upon request). Should Seller learn of any information that causes Seller concern about Buyer's ability to perform any of its obligations owing to Seller under a Purchase Order, Seller has the right to request Buyer to provide Seller adequate assurance of due performance on such terms as are deemed reasonable by Seller when acting in good faith, including the right to demand full or partial payment from Buyer as demanded by Seller, or the right to adequate surety. Terms without credit approval are prepaid for the full length of the Agreement.

5. EQUIPMENT OWNERSHIP AND ACCESS:
   All Equipment is and remains the property of Seller. All media is the property of Seller upon delivery and Seller accepts all responsibility for its disposal unless prior arrangements are made between Buyer and Seller. Seller will have the right to inspect the Equipment during regular business hours to observe its operation and use. The Equipment may not be removed from the original location without the prior written consent of Seller.

6. RETURN OF EQUIPMENT.
   No Equipment will be returned to Seller without prior notification to Seller and appropriate documentation. Buyer must notify Seller at least two weeks in advance of return and provide adequate documentation. Without Seller's authorization, the Equipment will not be accepted at any Seller facilities and will be returned to Buyer at Buyer's expense. In addition, Buyer is responsible for any costs, damages, or fees incurred due to unauthorized transport of Equipment and/or media.

7. PRICING/TAXES:
   The price to be paid by Buyer shall be mutually agreed upon by the parties and set forth in writing. Unless otherwise agreed to, prices quoted do not include any State, Provincial or local sales or use tax, special fees, duties or custom fees, freight and handling charges, or export crating costs that may be added to the price at invoicing. The Buyer agrees to make payments as described herein. If Seller is subjected to any such tax in connection with this sale or the delivery; the same shall be added to the purchase price and Buyer shall be responsible for paying that tax or reimbursing Seller therefore within 30 days. If Buyer is Tax Exempt, valid documentation in the form of an applicable tax-exempt certificate or direct pay permit must be provided at time of Purchase Order to be considered.

8. PAYMENT CONDITIONS:
   All orders require payment in advance unless credit has been established. Payment shall be made in the currency quoted without discount. Minimum billing amount is $100. Shipments outside of the U.S.A. and Canada shall be prepaid or drawn from an irrevocable Letter of Credit.

   Processing fees may be assessed for additional costs incurred for credit card charges, returned checks, Letters of Credit, or other bank charges. Wire transfers should be initiated with all bank charges paid from the account of the Buyer. Seller reserves the right to specify the method and/or timing of payment (including prior to shipment).

   The Seller will be entitled to a late penalty calculated at a rate of 1.5% per month (18% per annum) or if lower, at the maximum rate permitted by law, for any payment not made by the date due. If legal proceedings are instituted for collection of overdue accounts unpaid after 30 days, the Buyer will be liable for all costs adjudged by the court, including court costs and reasonable attorney fees.

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If the Buyer disputes any portion of an invoice, they shall notify Seller in writing with specific details and pay the undisputed portion as per the executed purchase order. Buyer shall reimburse all costs incurred in collection of past due amounts including but not limited to attorney's fees, court costs and collection fees incurred by Seller.

At Seller's option, Letters of Credit will be accepted by Seller when compliant with the following: The Letter of Credit must (a) Be IRREVOCABLE and CONFIRMED by a U.S.A. or Canadian bank; (b) Be in favor of Seller; (c) State payment is by site draft payable; (d) State that ALL bank charges, including those outside the country of origin, are to be applied to BUYER'S account; (e) Must state Ex-Works, point as factory unless terms of Pro Forma Invoice specify otherwise, (f) Be advised through a class A bank and show Buyer as applicant for the Letter of Credit.

9. CONSENT TO SEIZE EQUIPMENT:
By executing this agreement, the Buyer expressly consents that the Buyer and the owner of the property on which the equipment is located authorizes Seller to access the Equipment for the purpose of removing it from site in the event of breach or non-payment as defined by this agreement and will provide Seller with complete access to its equipment and cooperate with and facilitate Seller's removal efforts after Seller provides the Buyer with fourteen (14) days' notice of the payment failure. This access will include any machinery (vehicles, fork truck, crane, etc.) and personnel required to decommission the equipment, prepare it for shipment and load it on a truck, as required based on the type of Equipment involved. Removal of the Equipment by Seller does not relieve Buyer of the requirement to pay for the use of the Equipment up to the date the Equipment is removed from site. Furthermore, the Buyer will be invoiced for costs associated with Seller's recovery of the Equipment. Buyer further agrees that Seller shall be entitled to the immediate entry of injunctive relief in favor of Seller in the event that the Buyer does not fully comply with and fulfill all of its obligations in this paragraph.

10. DAMAGE DEPOSIT:
Prior to the shipment of the Equipment, the Buyer shall remit a refundable security deposit to the Seller. Upon the timely return of the Equipment to the possession of the Seller, the security deposit shall be credited to the Buyer's account within a period not exceeding two weeks, subject to deduction for any necessary repair costs incurred due to damages. The Seller reserves the right to withhold a portion or the entirety of the security deposit to cover such repair expenses, with any remainder promptly refunded to the Buyer.

11. CONSUMABLES AND RELATED PARTS:
The Buyer agrees to utilize consumables including but not limited to media, filters and other related items supplied by Seller in conjunction with the rented equipment. No component substitutions or chemicals will be utilized without prior written approval from Seller.

12. OPERATION AND MAINTENANCE:
The Buyer is responsible for all labor and material costs associated with operating and maintaining the system unless otherwise stated in a separate Maintenance Agreement included with the Rental System Agreement. The Buyer is responsible for maintaining a log of all repairs and maintenance tasks performed by any party other than a Seller employee. These logs must be submitted to Seller every month. Failure to produce accurate logs, indicating that the provided maintenance checklist is being adhered to, will result in a mandatory service visit from a seller field technician at the Buyer's expense.

The Buyer is responsible to ensure that the Equipment is operated under proper conditions as defined by the Proposal and/or the Operations and Maintenance Manual. All required maintenance must be performed on schedule. Buyer acknowledges that any improper use, maintenance, or modification of the equipment provided hereunder, or use of unqualified maintenance or service technicians will severely impair the operational effectiveness of the entire system.

The Buyer is responsible for the repair of any damage due to improper operation, improper or lack of maintenance, or any modification caused to the Equipment during Rental Period. This includes the cleaning of any vessels. Any costs associated with required repair or replacement of the equipment, including any labor and administrative fees will be the responsibility of the Buyer.

Buyer hereby agrees to indemnify, defend and hold harmless Seller from and against any and all third-party claims arising, in any manner, out of: (a) Buyer's neglect of the equipment; (b) Buyer's use of technicians not authorized by Seller to service the equipment; or (c) Buyer's improper use or modification of the equipment or failure to follow the operational and maintenance procedures provided with the equipment.

13. MEDIA
Seller is required to schedule and complete any carbon or media removal or changeout unless agreed by parties in writing. TCLP on spent media is required for disposal.

14. EQUIPMENT FAILURE:
If the equipment fails during the term of the Rental Period, the Buyer must notify Seller in writing. Buyer will work with seller to determine the cause of failure. If the failure is attributable to Seller, then Seller will suspend rental invoicing for the down time. The minimum rental period will only be counted for time that the rental system is being invoiced. If the system is down due to operation failure and the rental invoices are suspended, then this down time will not count towards the minimum rental period.

This does not include equipment stoppage or failure due to lack of maintenance by the Buyer unqualified technicians, failure due to undisclosed site conditions, or any other reason not attributable to Seller. In these cases, Buyer

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shall be responsible for any and all costs associated with Seller's investigation and repair of the equipment.

15. COMPLIANCE WITH LAWS AND REGULATIONS:
Buyer will use the Equipment in compliance with all applicable Federal, State and Municipal laws and regulations. Buyer will not use the Equipment for removal of any material such as dioxins, PCB's or radioactive materials which are not transportable under U.S. Department of Transportation specification 57. Buyer acknowledges that is has received and is familial with Seller's labeling and literature, including applicable instructions, concerning the Equipment and will forward such information to its employees who use or handle the Equipment.

16. TECHNICAL ASSUMPTIONS:
This proposal and pricing are based on Seller's interpretation of the sections of any RFP or specification that have been made available to Seller. Exceptions have been noted wherever possible. In the event of a conflict between the language in the specification or the proposal, Buyer agrees that the language in the proposal takes precedence and is the basis of the proposed pricing and scope.

17. HEALTH & SAFETY:
Any health and safety requirements, training or certification needs for entering a project site must be communicated at the time of Order. It is the Buyer's responsibility to ensure that field technicians operating on live panels, moving equipment, confined space or in any other proximity to Seller supplied equipment are informed and equipped with the appropriate PPE, training, and procedures. Seller assumes no responsibility for improper or inadequate health and safety practices by Buyer or third party.

18. APROVALS, PERMITS & INSPECTIONS:
The Buyer shall be responsible for obtaining any required permits and approvals required to operate the rental system. This includes but is not limited to air and water discharge permits, electrical and gas approval and hookup permits, local building permits. The Seller is not responsible for any such items unless otherwise specified in the proposal.

All required site inspections including, but not limited to electrical, building and fire are the responsibility of the Buyer/Owner; the Seller is not responsible for any such items.

19. CONTAMINATION:
The Buyer shall not use the equipment for treating PCBs or other hazardous material or on sites where hazardous contamination is present without prior agreement with Seller. If hazardous material is found during operation, the Buyer will contact Seller as soon as possible and will return the unit, upon completion of the contract, to Seller after the unit has been cleaned by an appropriately approved hazardous cleaning facility. This facility will guarantee the equipment to be hazardous free. Any equipment which cannot be approved hazardous free will be removed and replaced at the Buyers expense.

20. CONFIDENTIAL & PROPRIETARY INFORMATION:
Buyer acknowledges that the information and processes utilized by Seller in the design, manufacture, and supply of its products and systems are confidential and proprietary to Seller. Buyer agrees to treat as confidential and proprietary any such information or processes, including, but not limited to, design information or data, proposals, software, schematics, drawings, operational and maintenance manuals, testing procedures or other similar technical information ("Confidential Information") provided by Seller in connection with the supply or installation of products or systems hereunder, and will, at a minimum, protect any such confidential Information in a manner commensurate with the measures taken to protect Buyer's own confidential or proprietary information. Seller retains all rights, titles and interests in all such Confidential Information and Buyer shall not use or otherwise disclose to any third party any such Confidential Information except to the extent authorized by Seller in writing.

21. INTELLECTUAL PROPERTY RIGHTS:
Excepting for the benefit of air and/or water treatment as contemplated by the design of the equipment, all rights, benefits from any value received as a result of the use of intellectual property, equipment, information or advice provided by Seller remain the sole property of Seller, specifically, including, but not limited to, as it may relate to carbon or water credits, etc.

The Seller retains any and all intellectual property rights in and to the equipment, services, and/or information supplied hereunder (including, but not limited to, patents, copyrights, trademarks and trade secrets) ("Intellectual Property").

Buyer is not granted any interest, right, or license with respect to any such Intellectual Property, except to use the equipment, services and/or information for the purposes for which it is specifically provided to Buyer in accordance with the terms and conditions hereof.

Seller shall indemnify and hold Buyer harmless from and against all third-party claims of infringement or alleged infringement arising out of Buyer's use of any equipment, services, or information supplied by Seller hereunder. Provided, however, that Seller's indemnity obligation hereunder shall not apply to, and Seller shall not be responsible for, any claims to the extent arising out of Buyer's modification of Seller's equipment, services or information, or use of such equipment, services or information: (a) in combination with equipment, services or information not supplied by Seller, or (b) in the operation of any process or in any other manner inconsistent with the purpose for which Seller's equipment, services or information were intended.

Unless specified, programming for Seller's custom equipment and systems is proprietary and will remain the

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property of Seller and is not available for distribution to Buyer or others at any time.

22. INSURANCE COVERAGE PROVIDED BY BUYER:
Buyer shall, at its own expense, insure the Equipment in the name of and for the benefit of Seller against all risks, including but not limited to fire, flood, explosion, theft, vandalism or otherwise. Such insurance shall cover the total replacement value of the Equipment listed on the Rental Quote and meet the minimum required limits listed below. Buyer shall provide Seller with a certificate of such insurance coverage naming Seller as Additional Insured and Loss Payee with provision for notification to Seller of any change in coverage and/or cancellation. Buyer shall maintain such coverage during the term of this rental and for any additional period in which such Equipment is in its possession including the period of shipment to Seller. Minimum required insurance limits:

Commercial General Liability- $1,000,000 Each Occurrence,

Automobile Liability- $1,000,000 Each Occurrence,

Umbrella Liability/Excess- $4,000,000 Each Occurrence,

Workers Compensation- $1,000,000 Each Accident,

Cyber Liability- $ 1,000,000 Aggregate Limit

Buyer policies are primary and non-contributory and shall include waivers of subrogation in favor of Seller on Commercial General Liability, Auto, and Workers Compensation policies. Umbrella Policy follows the form of underlying policies in favor of Seller.

23. BUYER INDEMNIFICATION:
To the fullest extent permitted by law, Buyer hereby agrees to protect, defend, indemnify and hold harmless Seller and its affiliates, managers, shareholders, directors, officers and employees from and against all losses and damages incurred and all liability to others and all claims, causes of action and suits, for personal injury, including death or property damage arising out of the acts or omissions of Buyer or Buyer Parties. Buyer agrees to pay all costs and expenses paid or incurred by Seller in enforcing its rights hereunder, including without limitation, attorney's fees, and court costs.

24. SELLER INDEMNIFICATION:
To the fullest extent permitted by law, Seller hereby agrees to protect, defend, indemnify and hold harmless Buyer and its affiliates, managers, shareholders, directors, officers and employees from and against all losses and damages incurred and all liability to others and all claims, causes of action and suits, for personal injury, including death or property damage to the extent such is caused by the negligent acts or omissions of Seller or Seller Parties. Seller agrees to pay all costs and expenses paid or incurred by Buyer in enforcing its rights hereunder, including without limitation, attorney's fees, and court costs.

25. NON-WAIVER:
The parties' failure to demand strict performance or to otherwise enforce any rights hereunder shall not constitute a waiver of any rights hereunder. No claim arising out of a breach hereof may be discharged in whole or in part by a waiver of the claim unless supported by consideration and set forth in a writing signed by the waiving party. Any such waiver shall apply to the specifically identified claim only and shall in no way constitute a waiver or discharge of any other prior or subsequent claim.

26. BREACH/DEFAULT:
In addition to any failure to comply with any other term or condition as set forth herein, the occurrence of any of the following events shall constitute a breach/default on the part of Buyer: (a) If Buyer shall become insolvent or make a general assignment for the benefit of creditors; (b) If a petition for Bankruptcy is filed by or against Buyer; (c) If, at any time Buyer fails to fulfill its obligations under the terms and conditions hereof, or acts in such a manner as to endanger performance of such obligations; (d) If Seller shall reasonably believe that Buyer will not timely fulfill its obligations, including payment or otherwise perform hereunder, and Buyer is unable to provide reasonable assurances that such timely performance will occur.

Upon breach/default by Buyer, Seller may terminate the contract or agreement by giving notice to the Buyer. Such termination may be effective immediately at the sole choice and discretion of Seller. In the event of a breach and contract termination, Buyer is still responsible for all costs incurred by Seller.

27. SUSPENSION:
If any project or order, for which Seller is to supply goods and/or services hereunder, is requested to be suspended by Buyer for any reason other than a breach by Seller, Seller shall cooperate with Buyer in rescheduling any planned or ongoing work, and in otherwise complying with the suspension instructions. However, Buyer must provide reasonable written notice to Seller for any requested suspension. Seller shall reserve the right to adjust the scheduling, pricing, and/or billing due to any impact of the approved suspension. Provided, however, that in the event of any such suspension which continues for a period of 90 days, Seller shall be entitled to terminate that order, without any further liability or obligation of Seller thereunder.

Seller, may by written notice to Buyer, suspend this order due to any of the following: (i) Buyer fails to perform in accordance with the delivery schedule; (ii) Buyer fails to properly pay Seller for any properly submitted invoices; (iii) Buyer has breached or otherwise failed to comply with any provision of this order that is capable of being cured and Buyer does not cure the same within a period of five (5) calendar days after receipt of written notice from Seller.

28. TERMINATION FOR CAUSE:
Should Buyer be in breach under this Rental Agreement, Seller shall have the right, as well as all other rights per the applicable law to request to terminate all or part of any unperformed portion of this Purchase Order by reasonable written notice to Buyer. Upon receipt of such notice, Seller shall immediately stop the rental of the Equipment on the portion of the order terminated or canceled. In the event of

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such termination, Buyer shall be liable for the value of the remaining Rental Period that cannot be cancelled, prior to the time that notice of termination is given.

29. CANCELLATION OF THIS AGREEMENT:
This Agreement is structured as a Rental Agreement only. It is not subject to cancellation except by mutual consent and on terms that will indemnify Seller against loss. If any project or order, for which Seller is to supply goods and/or services hereunder, is terminated before the minimum rental period is met, or before shipment of the project, Seller shall be entitled to charge 60% of the remaining payments to meet the minimum rental period listed in this agreement. Additional costs incurred as a direct result of termination may include, but are not limited to, freight and storage charges, costs of labor, transportation, travel and living expenses for support.

30. FORCE MAJEURE:
Neither party shall be liable for any cost increase, failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires; floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; epidemic; pandemic; changes in laws, delays in transportation; sabotage; or fuel, power, material or labor shortages.

31. LIMITATION OF LIAIBLITY:
Under no circumstances whatsoever will Seller be responsible for liquidated, indirect, special, incidental or consequential damages including, but not limited to, lost business, overhead, loss of use of property, delay, damages, lost profits or third party claims, whether foreseeable or not, even if Seller has been advised of the possibility of such damages in connection with , use or performance of the equipment or the provision of maintenance services by Seller regardless of whether such claims are alleged to have arisen out of breach of warranty, breach of contract, stricter absolute liability in tort, or other act, error or omission or any other cause whatsoever, or any combination of the foregoing.

Under no circumstances whatsoever will Seller be responsible for direct damages in excess of 50% of the contract value.

32. ASSIGNMENT:
The rights and responsibilities of the Buyer as set forth herein are personal to the Buyer and may not be assigned or delegated without the prior written consent of Seller.

33. APPLICABLE LAW / DISPUTES:
Buyer acknowledges that the “Terms” from the Contract are deemed to be made in Pennsylvania for transactions in the U.S.A. and in Ontario for transactions in Canada, and that Buyer, in relation to this project, is deemed to be transacting business in Pennsylvania (U.S.A. transactions) and Ontario (Canadian transactions). It is the expectation of the parties that any disputes arising hereunder, whether in contract, tort or otherwise, will be amicably resolved by mutual agreement of the parties.

Any dispute, involving the supply of goods or services within the U.S.A. or Canada, which cannot be amicably resolved by the parties, shall be submitted to binding arbitration in accordance with the applicable rules and regulations of the Canadian Arbitration Association for Canadian contracts or the American Arbitration Association for U.S.A. and all other contracts. The substantive law of Pennsylvania for U.S.A. contracts or Ontario for Canadian contracts shall apply to any such arbitration, which shall be conducted in Pittsburgh, Pennsylvania (U.S.A. contracts) or Ottawa, Ontario (Canadian contracts).

Nothing herein shall be construed as preventing Seller from enforcing any claim or right to a mechanic’s lien or any claim or right against a bond regardless of where such a claim must be filed or enforced.

34. ENTIRE AGREEMENT/MODIFICATION:
The within agreement is the entire agreement of the parties relative to this transaction and there are no other conditions applicable hereto not set forth herein. This agreement shall not be modified except in a writing signed by both Buyer and Seller.

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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:

_____ Apr 3, 2024

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

City Approval by:

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

Department Director, John Dupuis **Date**

Marcos Martinez Apr 3, 2024

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

City Attorney, Erin McSherry **Date**

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

Apr 3, 2024

City Manager, John Blair **Date**

Emily K. Oster

Apr 4, 2024

Finance Director, Emily Oster **Date**

Note: All emergencies must be posted to the SPD website:
https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx
and the City of Santa Fe's website:
https://santafenm.gov/finance-2/purchasing-1/solicitations

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

STATUTORY AUTHORITY

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

FINDINGS

1. The City of Santa Fe (Respondent) is a municipality which was incorporated under the laws of the State of New Mexico, and as such, is a "person" as that term is defined at Section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.

2. At all times relevant to this Order (all relevant times), Respondent owned or operated a municipal wastewater treatment facility located at Airport Road, Santa Fe, Santa Fe County, New Mexico, 87504 (facility), and was, therefore, an "owner or operator" within the meaning of 40 C.F.R. § 122.2.

3. At all times relevant, the facility was a "point source" of a "discharge" of "pollutants" with its municipal wastewater to the receiving waters of Santa Fe River in Segment No. 20.6.4.113 of the Rio Grande Basin which are "waters of the United States" within the meaning of Section 502 of the Act, 33 U.S.C. § 1362, and 40 C.F.R. § 122.2.

4. Because Respondent owned or operated a facility that acted as a point source of discharges of pollutants to waters of the United States, Respondent and the facility were subject to the Act and the National Pollutant Discharge Elimination System (NPDES) program.

5. Under Section 301 of the Act, 33 U.S.C. § 1311, it is unlawful for any person to discharge any pollutant from a point source to waters of the United States, except with the authorization of, and in compliance with, an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.

6. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. Any such discharge is subject to the specific terms and conditions prescribed in the applicable permit.

7. Respondent applied for and was issued NPDES Permit No. NM0022292 (herein the permit) under Section 402 of the Act, 33 U.S.C. § 1342, which became effective on September 1, 2021, and expires on August 31, 2026. At all relevant times, Respondent was authorized to discharge pollutants from the facility to waters of the United States only in compliance with the specific terms and conditions of the permit.

8. Part I.A of the permit places certain limitations on the quality and quantity of effluent discharged by Respondent. The relevant discharge limitations are indicated in the attached Table A.

9. Part I.C. of the permit requires the Respondent to sample and test its effluent and monitor its compliance with permit conditions according to specific procedures, in order to determine the facility's compliance or noncompliance with the permit and applicable regulations. It also requires the Respondent to file with EPA certified Discharge Monitoring Reports (DMRs) of the results of monitoring, and Noncompliance Reports when appropriate.

10. Certified DMRs filed by the Respondent with EPA in compliance with the permit show discharges of pollutants from the facility that exceed the permitted effluent limitations established in Part I.A of the permit, as specified in the attached Table B.

11. Each instance in which Respondent discharged pollutants to waters of the United States in amounts exceeding the effluent limitations contained in the permit is a violation of the permit and Section 301 of the Act, 33 U.S.C. § 1311. Each violation of the conditions of the permit or regulations described above is a violation of Section 301 of the Act, 33 U.S.C. § 1311.

12. Administrative Order (AO) Docket Number CWA-06-2019-1773 was issued on March 29, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on May 31, 2019.

13. Administrative Order (AO) Docket Number CWA-06-2019-1818 was issued on August 26, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on October 23, 2019.

14. Administrative Order (AO) Docket Number CWA-06-2021-1725 was issued on June 1, 2021, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on June 11, 2021.

SECTION 309 (a)(3) COMPLIANCE ORDER

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

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

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

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

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

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

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

Ms. Nancy Williams
williams.nancy@epa.gov

and

Ms. Mona Tates
tates.mona@epa.gov

GENERAL PROVISIONS

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

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

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

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

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

March 4, 2024

Date

Cheryl T. Seager

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 FY2024	Hourly Rate	Weeks	Weekly Units	Unit totals	Rate **	Subtotals	GRT Rate	GRT	Total Budget
Project Manager	SF	4/1/2024 - 6/30/2024	$63.10	13	40	520	$94.02	$48,889.88	8.1875%	$ 4,002.86	$52,892.74

TOTAL PO AMOUNT $52,892.74

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

** To avoid overtime reiumbursements, 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.

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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 FY2025	Hourly Rate	Weeks	Weekly Units	Unit totals	Max Bill Rate **	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 reiumbursements, 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.

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
Architectural	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
Civil Engineering	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
Electrical Engineering	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
Mechanical	Senior Mechanical Engineer	195

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

Water Resource Engineering	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
CADD / Survey	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
Construction Observation	Senior Observer/Manager	111
	Senior Observer	105
	Observer	100
Administration	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 is 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	• Review current conditions • Conduct interview(s) • Confirm findings • Provide findings in a report
1.2	Process data reporting evaluation	• Evaluate existing means and methods • Provide report with suggested improvements
1.4	Data tracking and reporting	• Evaluate existing • Provide report with suggested improvements
1.5	Standard Operating Procedures	• Evaluate existing • Provide template for to standardize current and/or develop future SOPs
Phase 2		
2.1	NPWD Area Procedures and Expectations	• Develop PowerPoint • Provide NPWD staff training
2.2	BNR Area Procedures and Expectations	• Develop PowerPoint • Provide NPWD staff training
2.3	Facility Operations and Maintenance Plan	• Develop initial plan
2.4	Annual Operations Plan	• Develop initial plan

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

Approved:

Michael Dozier
Wastewater Division Manager
City of Santa Fe

Date

John Rehring
Vice President
Carollo Engineers, Inc.

Date

Becky Luna
Senior Vice President
Carollo Engineers, Inc.

Date

REVISED a WORK ORDER PRICING

A.A.C. Construction, LLC

OWNER: CITY OF SANTA FE SEWER DIVISION
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

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

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

	Material Description	Material Quote Reference	Total Cost
MATERIAL:	Sand Media	3160cf	$25,000.00
	Anthracite	3160cf	$52,920.00
	Freight for sand		$38,500.00
	Freight for Anthracite		$22,000.00
	Traveling Pads, clean out sludge drying beds 80 each		$24,000.00
	Fittings, Pipes and Parts (Mechanical Supply)	ABQ P & P	$39,450.40
	Misc. Welding Supplies if needed, cat walk,small crane	LA	$25,000.00
	Consumable and misc materials welder		$8,500.00
	Misc Electrical Parts		$18,500.00
	TOTAL MATERIAL		**$253,870.40**

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

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

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

Authorized Signature

Date

N.M. License # 93237

Great Western Electrical INC.

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

March 19, 2024

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

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

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

Exclusions

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

Regards,
Danny Burson
Project Manager

City of Santa Fe - Waste Water SCATA

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

N.M. License # 93237

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	100@$66.80	$6,680.00
2006 caterpillar 416C	105@$48.10	$5,050.50
2017 Bomag BT 65 Tamper	55@$5.90	$324.50
Total		$13,073.50

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

March 18, 2024

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

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

Dear Mr. Dupuis:

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

1. Provide sampling and regulatory support to ensure compliance with existing permits.

2. Support the City's external communications with the New Mexico Environment Department (NMED).

3. Build a comprehensive base of knowledge management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.

4. Improve PRWRF laboratory practices, data management, workflows, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.

5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected and rectify gaps to improve process monitoring and control.

6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.

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

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

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

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

Scope of Work

1. Sampling and Regulatory Support

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

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

2. Communications Support

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Provide an inventory of all PRWRF instrumentation

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

6. Develop a model for treatment operations

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

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

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

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

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

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

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

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

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

Project Management

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

Schedule

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

Compensation

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

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

Sincerely,

Greg Gates, PE
Vice President

Charles S. Leder, PE
Senior Associate

Accepted by City of Santa Fe Public Utilities Department

By: _____ Date: _____

Name: John Dupuis

Title: City of Santa Fe Public Utilities Director

Attachment 1

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

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

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

LABOR RATES FOR HAZEN AND SAWYER STAFF

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

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

AQUASIGHT
INTELLIGENT WATER SOLUTIONS

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

1650 W. Big Beaver Road | Troy, MI 48084 | info@aquasight.io | 248-590-2190 | www.aquasight.io

AQUASIGHT
INTELLIGENT WATER SOLUTIONS

SANTA FE PUBLIC UTILITIES

PASEO REAL WATER RECLAMATION FACILITY PROCESS OPTIMIZATION PROJECT PROPOSAL

March 19, 2024

BACKGROUND

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

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

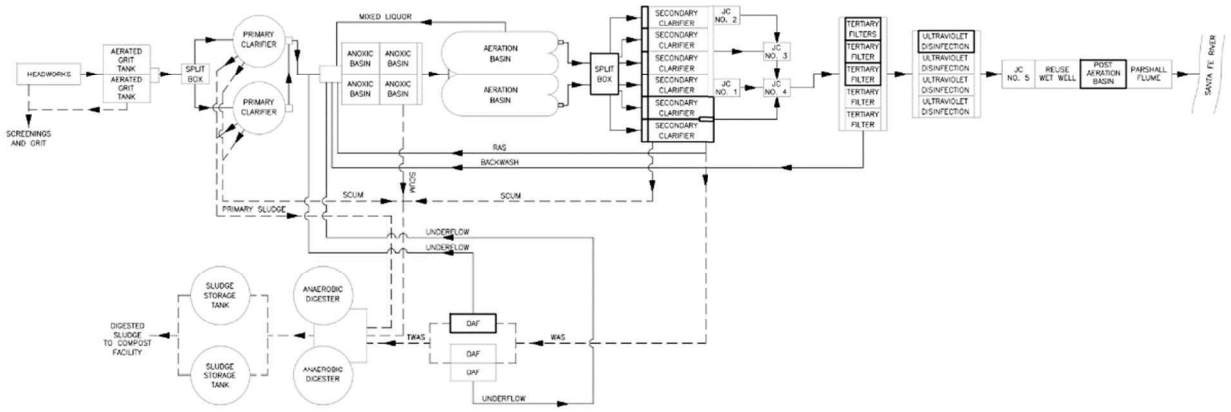


Figure 1: PRWRF Process Flow Diagram

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.

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

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

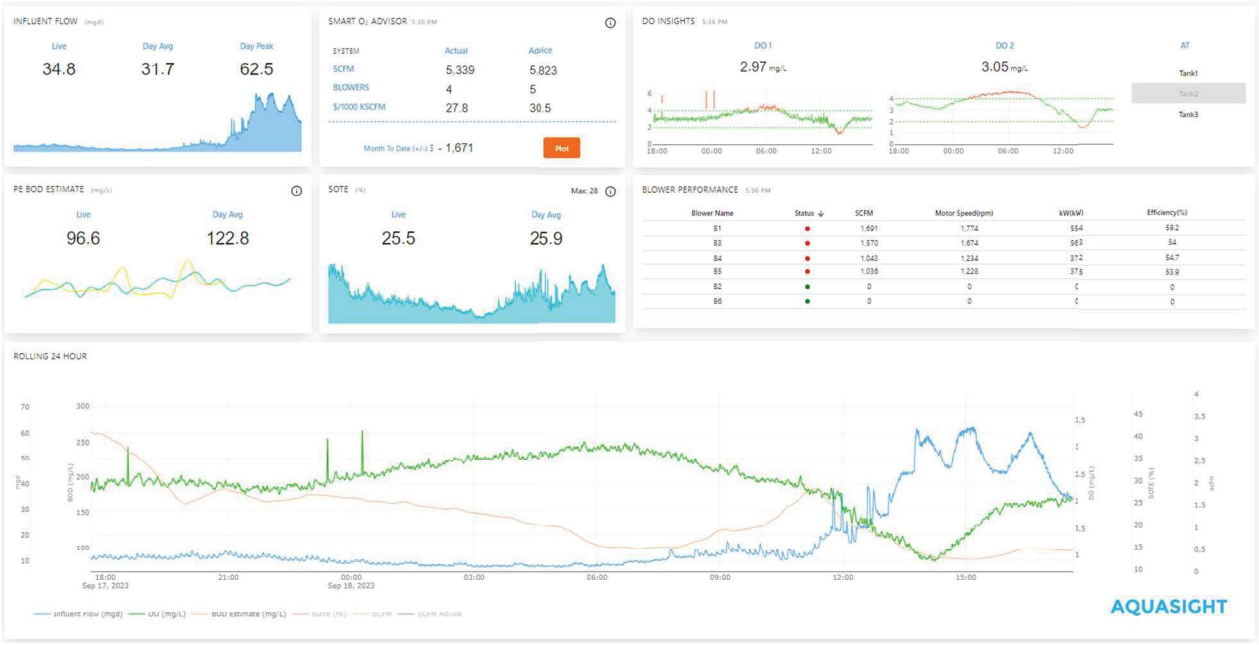


Figure 2: Example of APOLLO's™ Activated Sludge (Aeration) Module

Appendix A: Background, Vision, Approach, and Scope

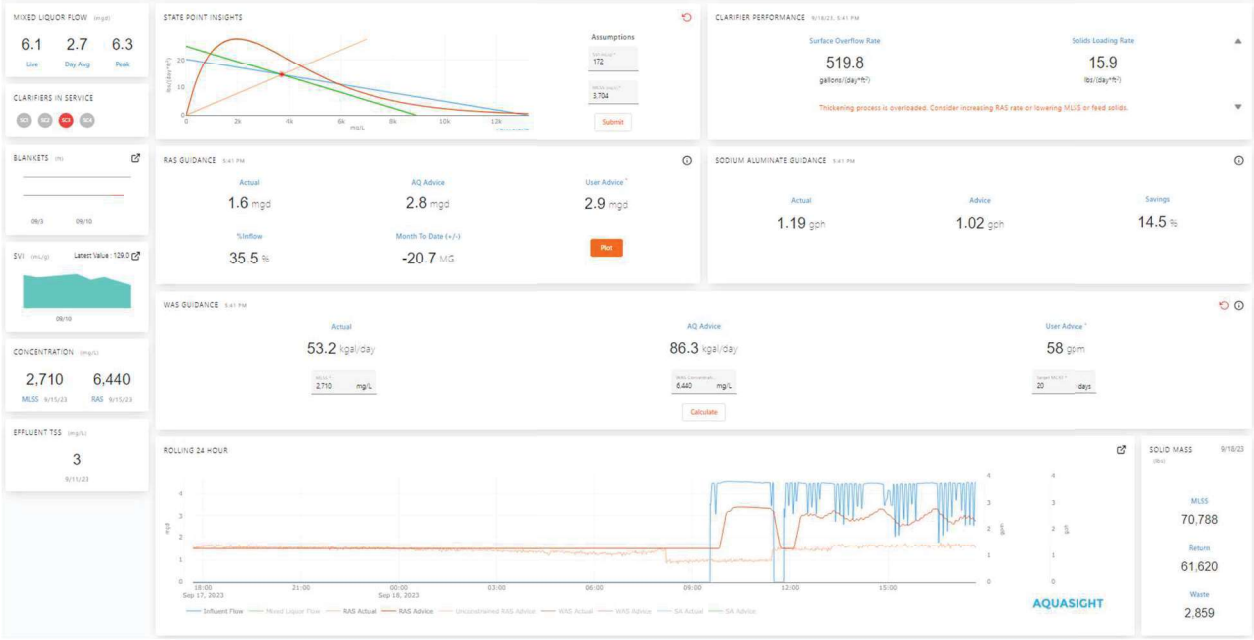


Figure 3: Example of APOLLO's™ Secondary Clarifier Module

SCOPE OF WORK

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

Table 1: Proposed APOLLO modules for PRWRF

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

Appendix A: Background, Vision, Approach, and Scope

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

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

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

Task 0 – Project Management
Task 1 – Data Polling
Task 2 – Site Visit and Plant Review Including Instrumentation Review and Recommendations
Task 3 – Aeration Onboarding
Task 4 – Secondary Clarifier & RAS/WAS Pumping Onboarding
Task 5 – UV Disinfection/Chlorination/Dechlorination Onboarding
Task 6 – Default Module Configuration
Task 7 – Training and Adoption

Appendix B: Project Milestones, Timeline, and Deliverables

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

Table 2: Project Delivery Calendar

Milestones	WEEKS from Notice to Proceed	Aquasight Deliverables
1. Design Review, Instrumentation Review, Data Polling, Connections, Lab & Live Insights	~ 12 weeks	• APOLLO™ Release 1 – Lab Insights • Milestone 1 Report
2. Secondary Process & Aeration Modules	~ 16 weeks	• APOLLO™ Release 2 – Secondary & Aeration Modules • Milestone 2 Report
3. Disinfection Module & SAMI Alerts	~ 22 weeks	• APOLLO™ Release 3 – Disinfection Module & SAMI Alerts • Milestone 3 Report
4. Plant Dashboard, Training & Adoption	~ 26 weeks	• APOLLO™ Release 4 – Plant Dashboard, Training, & Adoption • APOLLO™ User Manual • Virtual Training Sessions

Appendix C: Required Participation from Santa Fe Public Works

DATA REQUIREMENTS

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

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

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

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

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

Appendix D: Project Fee

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

APOLLO™ Onboarding Fee: **Not to Exceed $200,000**
APOLLO™ Annual Fee: **$50,000 per year, minimum three-year contract**

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

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

The following activities are covered in the annual fee:

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

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.

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

System:

1. Customer will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, relocating, cleaning, and reloading of provided equipment/system. Equipment must be capable of lifting 9000 Lbs.
2. If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): **https://rainforrentcorp.box.com/v/systemtransferoperation**
3. Customer will provide fueling.
4. Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. **https://rainforrentcorp.box.com/v/pumpmaintenance**
5. 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.
6. 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.
7. 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.
8. 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.
9. To activate carbon, customer will need to pre-soak for 24 hours.
10. 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.
11. 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.
12. Additional cleaning and/or inspections may be required if tested material is deemed anything besides non-hazardous.

Customer is responsible for:

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

Upon Pickup:

Contact the RFR office at 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

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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.

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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 ○	Decline ○

INITIAL _____

Created Date: 3/20/2024

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Quote Agreement

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

Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this 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.

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Emergency Determination Form WW AO Support

Final Audit Report 2024-04-04

Created:	2024-04-03
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Document created by Kristy Miera (kamiera@santafenm.gov)
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Signer jwblair@santafenm.gov entered name at signing as John Blair
2024-04-04 - 0:09:49 AM GMT

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

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Agreement completed.
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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 relevant times, 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 is a “water 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. On March 4, 2024, EPA issued Administrative Order Docket Number CWA-06-2024-1745 (Preceding AO) to the Respondent, which cited permit effluent limits violations. The Preceding AO required the correction of the cited violations within thirty (30) days of the issuance. In the event that the required correction was not possible, the Respondent was required to submit a comprehensive plan to eliminate the cited violations within the shortest time possible.

13. On April 4, 2024, the Respondent submitted a written response to the Preceding AO. In the response, the Respondent proposed a comprehensive plan consisting of immediate, near-term, and long-term actions to address the violations and to implement measures to prevent them from reoccurring. Immediate actions were scheduled to have occurred within

thirty (30) days of the April 4, 2024, response letter. Near-term actions were scheduled to be accomplished within six (6) months, and long-term actions within eighteen (18) months.

14. A schedule for compliance to eliminate the cited violations is hereby incorporated, by reference, into this Order.

SECTION 309 (a)(3) COMPLIANCE ORDER

15. 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. The Respondent shall accomplish the following tasks and comply with the following schedule of activities:

ACTIVITY	DUE DATE
1. Submit a certified statement of the status of the Immediate Actions proposed for completion within thirty (30) days of the April 4, 2024, response letter.	July 30, 2024
Near-term Actions	
2. Conduct Onsite Sampling, assess efficacy of the secondary treatment process and recommend process changes to improve treatment efficacy.	September 30, 2024
3. Collect influent and effluent samples for analysis, to be conducted by an outside laboratory, to determine if the cyanide exceedances are real or an artifact of false positives.	September 30, 2024
4. Have consultant audit the Respondent's laboratory procedures for cyanide analysis. Submit a certified report of the audit to this office. If the audit effort confirms that the cyanide exceedances are real, then also submit a proposed written action plan to address cyanide exceedances.	September 30, 2024
5. Repair failed process air piping and diffuser grids to increase the secondary treatment aerobic volume.	September 30, 2024
6. Install a temporary chemical closing system to improve sludge settling in the secondary clarifiers. Conduct jar testing to determine which specific chemical will be used.	September 30, 2024
7. Rehabilitate the two (2) existing travelling bridge sand filters so this infrastructure can return to service.	September 30, 2024
8. Build a comprehensive base of knowledge management tools and decision trees to guide plant staff with use of the developed Standard Operating Procedures (SOPs).	September 30, 2024
9. Train laboratory staff to improve laboratory sampling and handling practices, data management, workflow, and develop communications protocol for all testing performed to support treatment operations and regulatory compliance.	September 30, 2024
Long-term Actions	
10. Develop an inventory of all instrumentation, calibration practices, and data management for process control. Conduct a gap analysis to identify corrective actions for process control instrumentation.	October 31, 2025
11. Develop a steady-state biological process model of the Water Reclamation Facility to stimulate current treatment performance and evaluate alternatives to improve performance.	October 31, 2025
12. Attain compliance with all terms of this schedule.	November 30, 2025

B. Until compliance is achieved under this Order, Respondent shall submit a Quarterly Report indicating progress of the actions listed in this compliance schedule. The quarters will end in the months of March, June, September, and December and the Quarterly Reports are due by the 15th of the following month.

C. 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, or through a virtual platform, as appropriate, 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.

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

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

Ms. Mona Tates
tates.mona@epa.gov

and

Ms. Nancy Williams
williams.nancy@epa.gov

GENERAL PROVISIONS

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

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

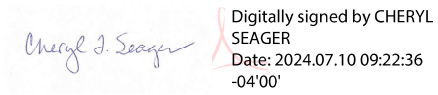
Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

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

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

July 10, 2024

Date



Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

Newterra - Emergency Determination 250203

Final Audit Report 2025-02-08

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"Newterra - Emergency Determination 250203" History

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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
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Agreement completed.
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Item #: _____
Munis Contract #: _3250454_
Emergency

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Rental Agreement for six 60HP AIRE-O2 Triton 2.0 Aerators

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Newterra Corporation Inc.,** herein after referred to as the "Contractor", effective as of the date of the final signature.

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 following services:

Additional six month rental service commencing on the effective date of this contract for existing six (6) 60HP AIRE-O2 Triton® 2.0 Aerator, consisting of:

- 60HP, 230/460 volt, 3-phase, 900 RPM, TEFC, premium efficiency motor
- 10HP regenerative blower (SOTR = 162.2 lbs O2 / hr each)
- Field replaceable, water-lubricated lower bearing
- Field replaceable, water-resistant sleeve
- 316 SS dual-blade primary PowerMix™ propeller
- 304 SS Saturn Ring diffuser
- 304 SS housing, mounting flange, and hollow shaft
- Eight (8) molded, LDPE, closed-cell foam filled pontoons
- 304 SS rails and mounting hardware
- Vortex shield attached to frame

Includes six (6) month Warranty.

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3. Compensation.

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph C of this Clause.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of forty one thousand six hundred sixty four dollars ($41,664.00) per Month, such compensation not to exceed two hundred forty nine thousand nine hundred eighty four thousand ($249,984.00), excluding gross receipts tax.

Payment. The total compensation under t**his Agreement shall not exceed $249,984.00** excluding 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 Agreement 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 Agreement 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 Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

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 Agreement. 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.

5. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **six (6) months from the effective date of the contract.** The City reserves the right to renew this contract on a month-to-month basis by mutual agreement in writing and subject to the availability of appropriations, not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152. ,

6. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to,

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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.

7. **Termination**

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

B. Notice: City Opportunity to Cure.

1) 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.*

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **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.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to

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audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

21. **Approval of Contractor Representative(s)**

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

22. **Scope of Contract; Merger**

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

All terms and conditions of the Emergency Procurement and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. 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.

26. **New Mexico Tort Claims Act**

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

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27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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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.

33. **Insurance**

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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.

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34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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

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.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret

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Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which

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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.

41. **Notification**

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

To the City: LeRoy Alvarado
Operations Supervisor
Wastewater Management Division
CITY OF SANTA FE
73 Paseo Real
Santa Fe, NM 87507
Cell: 505-469-5358
e-mail: lmalvarado@santafenm.gov

To the Contractor: Jim Hentges
Lifecycle Technical Sales
Newterra Corporation Inc.
1215 Chaska Creek Blvd
Chaska, Minnesota 55318
Ph. 952-556-5706
e-mail: jhentges@newterra.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: Jim Hentges
Lifecycle Technical Sales
Newterar Corporation Inc.
1215 Chaska Creek Blvd

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Chaska, Minnesota 55318
Ph. 952-556-5706
e-mail: jhentges@newterra.com

42. **Succession**

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

Docusign Envelope ID: 9B157BE7-BF2B-4602-B651-863A402239EE

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:

Alan Webber, Mayor

DATE:

CONTRACTOR:
Newterra Corporation Inc

DocuSigned by:
Doug Conley
01449F9FBECC4FD...
Doug Conley – VP Sales

DATE: 2025-02-26 | 13:10 PST

NMBTIN#:

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 27, 2025 10:12 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

MUFFIN MONSTER®

In-line/Open-channel Grinders





www.jwce.com



Muffin Monster sewage grinders are designed to protect pumps and other equipment by grinding down the toughest wastewater solids. Applications include: lift stations, sludge lines, septage receiving stations, headworks screenings reduction, prisons and more.

10K Series Muffin Monster®

The 10K Series Muffin Monster is a compact grinder, tough on solids in sludge and sewage applications. It fits into areas with limited space requirements while still providing the necessary power for downstream protection. The 10K Series is an ideal, low-cost solution that goes beyond sludge grinding at resource recovery facilities and fits perfectly into office buildings, apartment complexes, resorts, retail centers and package treatment plants.

30K Series Muffin Monster®

Troublesome solids are now easier than ever to reduce with the Muffin Monster dual-shafted grinder. Its slow-speed, high-torque design shreds tough solids that typically cause sewer problems. With over 40,000 installations, the Muffin Monster is legendary for providing solutions that meet the increasingly demanding needs of wastewater operations.

40K Series Muffin Monster®

The 40K Series Muffin Monster excels in wet and dry grinding applications. It's a powerful shredder for large sludge processing systems. It also serves in many industrial applications including fish and beef processing, petroleum, pulp and paper mills, chemical plants and recycling plants. The 40K is designed to handle the highest solids loading environments.

Wipes Ready® Technology





Wipes Ready® cutters*

Achieve the desired two-dimensional cutting capabilities to control both the width and length of output, preventing materials from forming long strips and reweaving in the waste stream.

- **Cut wipes in two directions**
- **Smaller particle size = No reweaving**

* patent pending

Features

Dual-shafted grinder

- Slow-speed, high-torque grinders handle rags, rocks, wood, wipes, clothing, plastics and other debris
- Capable of grinding a wider variety of solids than single-shafted machines, macerators and chopper pumps

Compact and efficient design

- Adapts to pipelines or channels with little or no modification
- Custom stainless steel frames allow easy installation in channels, wet wells and pump stations
- In-line 30K Muffin Monster incorporates an easy-to-remove cutter cartridge

Automated monitoring and controls

- Load-sensing and reversal mechanism to optimize grinder's performance

Benefits

Equipment protection

- Protect pumps and other critical equipment from costly clogs and damage from tough solids

Efficient treatment operations

- Grinding separates organic from inorganic materials in the waste stream
- Organics stay in the treatment process and screens are cleaner

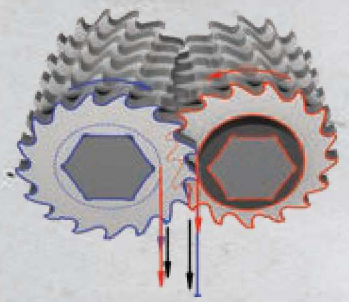
Lower Operating Cost

- Clear pipes and pumps means shorter pump run cycles and lower electrical costs





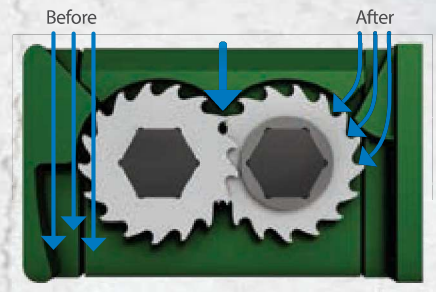




Optimized cut control

Improve cutting by tailoring the speed of the new Wipes Ready cutter rotation with patented optimized cut control.

- **Cutters stay clean**
- **Prevents long strips**



Patented Delta P side rails

Ensure the capture of all items in the waste stream and drive debris into the cutter stack with patented side rail design.

- **Drive debris into cutters**
- **Prevent buildup**
- **Enhance high flow**

Muffin Monster | **800.331.2277** | **jwce.com** | **jwce@jwce.com**

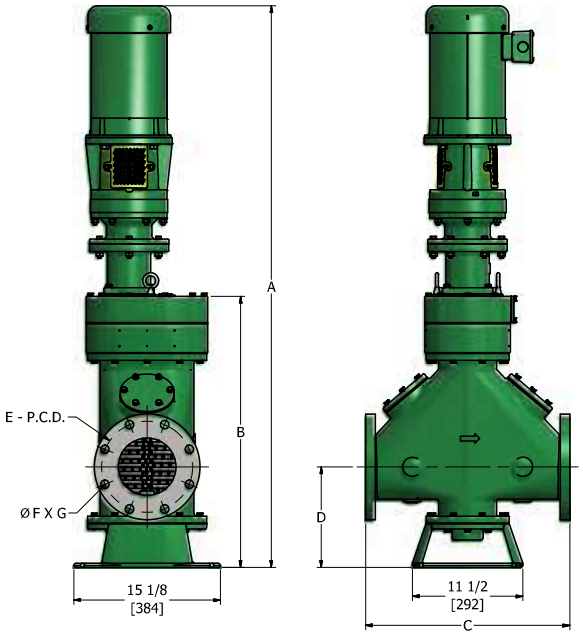
30K series Muffin Monster

Materials of construction

Housings: Ductile iron
Cutters: Hardened alloy steel
Shafts: Hardened alloy steel
Mechanical Seals: Tungsten carbide faces

Specifications

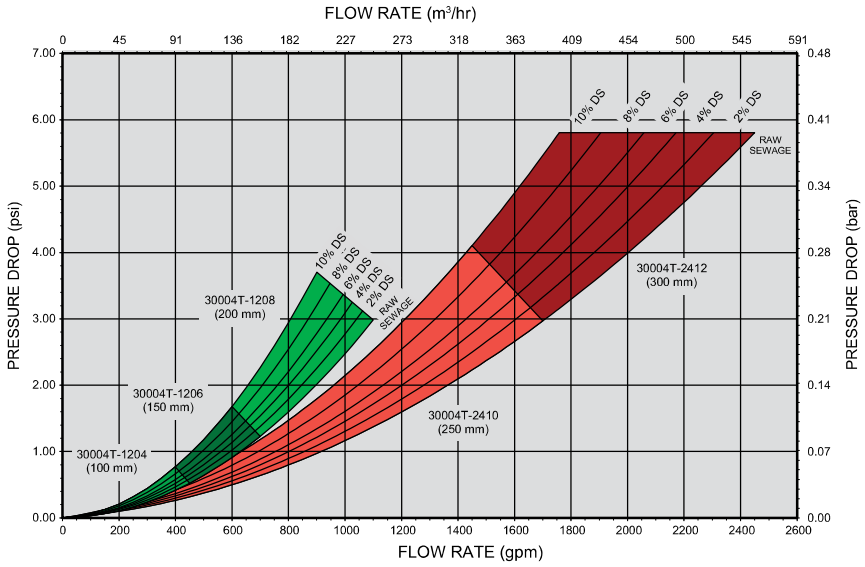
2" (50 mm) hex shafts;
Standard 3 hp (2.2 kW) motor; 29:1 reducer
Cutter Size: 4-3/4" (120 mm) diameter cutters
Seal Max Working Pressure: 90 psi (6 bar)



OPTIONS AVAILABLE

	In-line	Open-channel
5 hp (4 kW) Motor, 29:1 Reducer	■	■
7, 11 and 13-tooth Cutters	■	■
17-tooth Wipes Ready® Cutter	■	■
Monster Metal® Cutter	■	■
Custom Mounting Frames		■
SS & NEMA 7 Control Enclosures	■	■
Stainless Steel Feed Hopper		■
Alternate Voltage & HP Motors	■	■
Explosion-proof Motors	■	■
Immersible Motors	■	■
Hydraulic Power Pack	■	■
Extended Motor Shafts	■	■
ANSI, JIS, JWA, BS & AS Flanges	■	

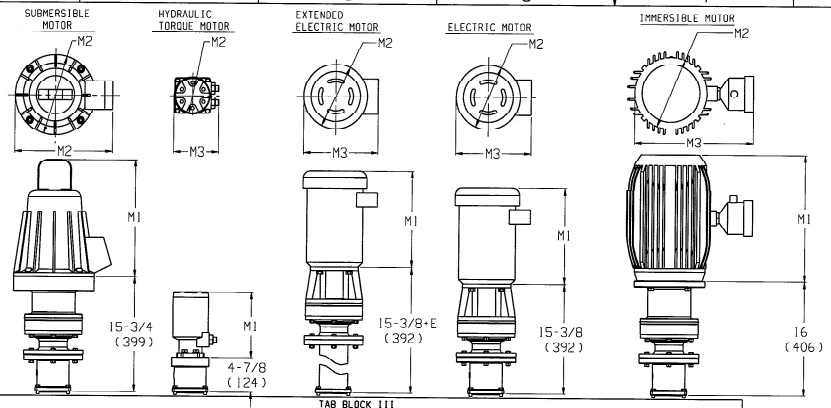
MODEL 30004T

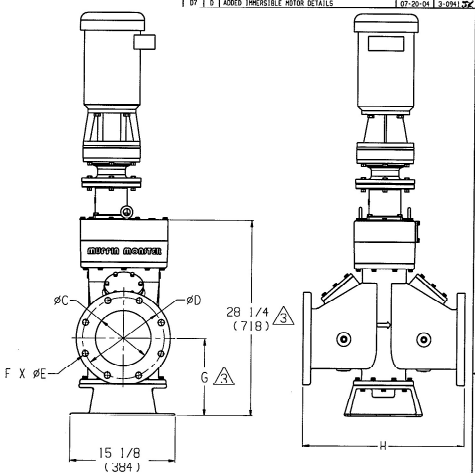


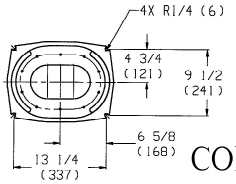
In-line Model	Flow Rate - gpm (m³/hr)	Pipeline Size - inches (mm)	Pressure Drop - psi (bar)	Standard Dimensions - inches (mm)				Flange Dimensions - inches (mm)			Approximate Net Weight - lbs (kg)
				A	B	C	D	E	F	G	
30004T-1204	450 (102)	4 (100)	0.52 (0.04)	60-1/8 (1527)	28-1/4 (718)	19-1/4 (483)	9-3/8 (238)	7-1/2 (191)	3/4 (19)	8	562 (255)
30004T-1206	700 (159)	6 (150)	1.23 (0.08)	60-1/8 (1527)	28-1/4 (718)	21-1/4 (540)	10-3/8 (264)	9-1/2 (241)	7/8 (22)	8	559 (254)
30004T-1208	1100 (250)	8 (200)	3.00 (0.21)	60-1/8 (1527)	28-1/4 (718)	23-1/4 (591)	11-1/4 (286)	11-3/4 (286)	7/8 (22)	8	568 (258)
30004T-2410	1700 (386)	10 (250)	2.97 (0.20)	71-5/8 (1819)	39-3/4 (1010)	27-1/4 (692)	12-5/16 (313)	14-1/4 (362)	1 (25)	12	789 (358)
30004T-2412	2450 (556)	12 (300)	5.80 (0.40)	71-5/8 (1819)	39-3/4 (1010)	31-1/4 (794)	13-1/4 (337)	17 (431)	1 (25)	12	809 (367)

In-line unit typically installed upstream of the pump. • Consult factory for analysis of application.
• Drive dimensions are a maximum based on a unit with a 3 hp (2.2 kW) drive.

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REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED
ALL	NEW	INITIAL RELEASE	06-28-01	3-0801 RS
ALL	A	INCREASED TEXT SIZE IN TAB BLOCK	09-17-01	3-0816 RS
D7	B	CORRECTED TYPO	10-24-01	3-0823 RS
D7	C	ADDED NOTE FOR RETRO BASE DIMENSIONS	01-29-02	3-0852 LG
D7	D	ADDED IMMERSIBLE MOTOR DETAILS	07-20-04	3-0941 SK

TAB BLOCK III																		
DIM E	12 (305)	18 (457)	24 (610)	30 (762)	36 (914)	42 (1069)	48 (1219)	54 (1372)	60 (1524)	66 (1676)	72 (1829)	78 (1981)	84 (2134)	90 (2286)	96 (2438)	102 (2591)	108 (2743)	114 (2896)	120 (3048)

DRIVE TABULATION I			
ELECTRIC	M1	M2	M3
3 HP			
TFFC	12 1/2 (318)	8 7/8 (225)	9 3/4 (248)
SUPER-E	13 3/8 (340)	9 (229)	12 (305)
TEXP	15 (381)	9 (229)	12 (305)
CHEM PRCS EXTRM SRVC	14 1/4 (362)	10 1/4 (260)	12 1/4 (311)
5 HP			
TEFC	14 (356)	8 7/8 (225)	9 3/4 (248)
SUPER-E	13 3/8 (340)	9 (229)	12 (305)
TEXP	16 1/4 (413)	9 (229)	12 (305)
CHEM PRCS EXTRM SRVC	14 1/4 (362)	10 1/4 (260)	12 1/4 (311)
SUBMERSIBLE			
3.7 KW (5 HP)	14 1/2 (368)	11 1/4 (286)	14 1/2 (368)
HYDRAULIC			
STANDARD	9 1/4 (235)	4 1/2 (114)	5 1/2 (140)
IMMERSIBLE			
3 HP - 5 HP (2.2 KW - 3.7 KW)	18 (457)	10 1/16 (256)	15 1/2 (394)

TAB BLOCK II DIMENSIONS						
FLANGE	C	D	E	F	G	H
ANSI CLASS 150						
4	4	7 1/2	3/4	8	9 3/8	19 1/4
6	6	9 1/2	7/8	8	10 3/8	21 1/4
8	8	11 3/4	7/8	8	11 1/4	23 1/4
AUSTRALIAN						
A100	4 (100)	7 (178)	11/16 (18)	4	9 3/8 (238)	19 1/4 (489)
A150	6 (150)	9 1/4 (235)	11/16 (18)	8	10 3/8 (264)	21 1/4 (540)
A200	8 (200)	11 1/2 (292)	11/16 (18)	8	11 1/4 (286)	23 1/4 (591)
BRITISH/ISO						
B100	4 (100)	7 1/16 (180)	11/16 (18)	8	9 3/8 (238)	19 1/4 (489)
B150	6 (150)	9 7/16 (240)	13/16 (22)	8	10 3/8 (264)	21 1/4 (540)
B200	8 (200)	11 5/8 (295)	13/16 (22)	12	11 1/4 (286)	23 1/4 (591)
JAPANESE IND.						
J100	4 (100)	6 7/8 (175)	3/4 (19)	8	9 3/8 (238)	19 1/4 (489)
J150	6 (150)	9 7/16 (240)	3/4 (19)	8	10 3/8 (264)	21 1/4 (540)
J200	8 (200)	11 7/16 (290)	3/4 (19)	12	11 1/4 (286)	23 1/4 (591)
JAPANESE W. A.						
JWA100	4 (100)	7 11/16 (195)	3/4 (19)	4	9 3/8 (238)	19 1/4 (489)
JWA150	6 (150)	9 3/4 (247)	3/4 (19)	6	10 3/8 (264)	21 1/4 (540)
JWA200	8 (200)	11 3/4 (299)	3/4 (19)	8	11 1/4 (286)	23 1/4 (591)

NOTES. UNLESS OTHERWISE SPECIFIED.
1. BRACKETED DIMENSIONS ARE IN MM.
2. F - OPTIONAL EXTENDED SHAFT LENGTH. LENGTH TO BE IN 6" (152) INCREMENTS. EXTENDED SHAFTS SHALL NOT BE GREATER THAN 10' (3040). CONSULT FACTORY FOR GREATER LENGTHS.
3. IF RETRO BASE IS USED, REDUCE DIMENSION 'G' AND 28 1/4 (718) BY 1 1/4 (32).

CONTROLLED

ITEM NO.	QTY. REQD	PART NO.	NOMENCLATURE OR DESCRIPTION	SPECIFICATION OR MATERIAL
		PARTS LIST		

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES(mm) TOLERANCES ARE: FRACTIONS ± DECIMALS .XX ± .XXX ± ANGLES ±

MATERIAL

FINISH

DO NOT SCALE DRAWING

CONTRACT NO.

APPROVALS	DATE
DRAWN PHONG MAI	06-19-01
CHECKED M. SABOL	07-03-01

JWC ENVIRONMENTAL
2600 South Gateway, Santa Ana, California 92707

MUFFIN MONSTER
IN-LINE CONFIGURATION
MODEL 30004T-12

SIZE	CODE IDENT NO.	DRAWING NO.	REVISION
D	53242	30004T-12-CD	D

SCALE 1/32 SHEET 1 OF 1

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DRAWING NO. **PC2200-001-1**

REVISION HISTORY							
REV	ZONE	DESCRIPTION	ECO NO.	DATE	DRWN	CHKD	PE
A	ALL	INITIAL RELEASE		6/8/22	TT	IF	TT

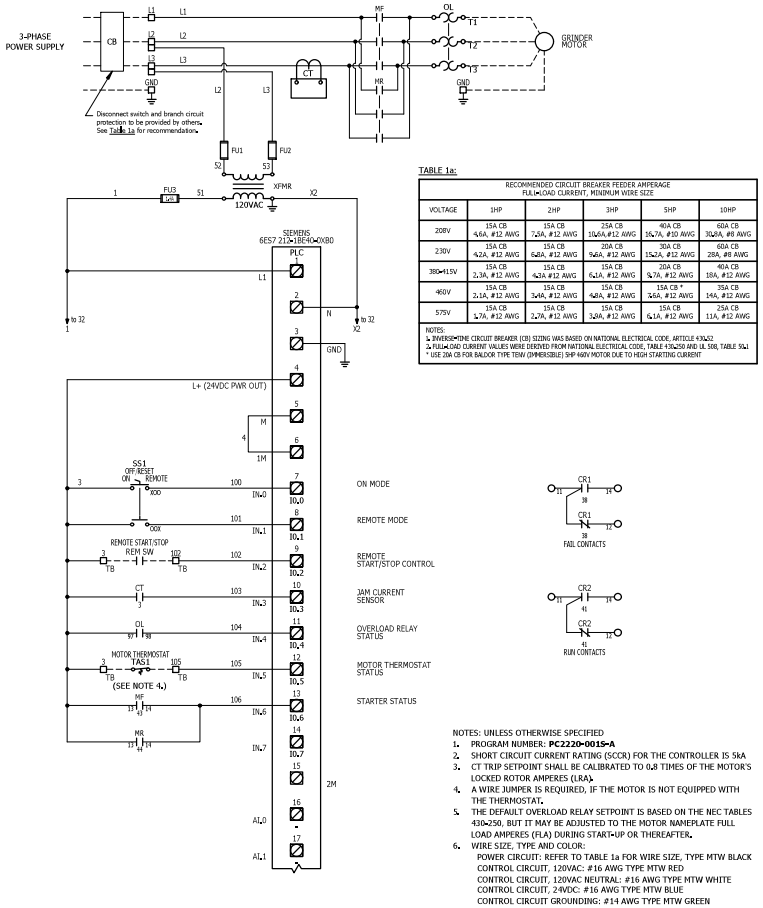
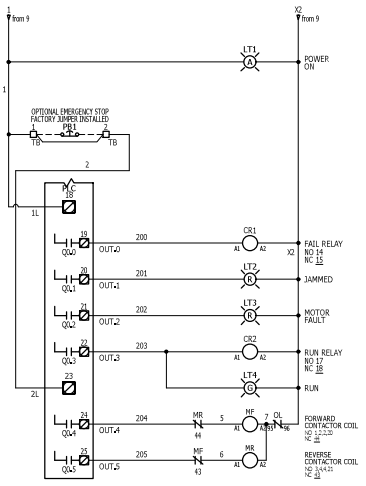


TABLE 1a:

RECOMMENDED CIRCUIT BREAKER FEEDER AMPERAGE
FULL-LOAD CURRENT, MINIMUM WIRE SIZE

VOLTAGE	1HP	2HP	3HP	5HP	10HP
208V	15A CB 4.6A, #12 AWG	15A CB 7.2A, #12 AWG	25A CB 10.6A, #12 AWG	40A CB 15.7A, #10 AWG	60A CB 30.8A, #8 AWG
230V	15A CB 4.2A, #12 AWG	15A CB 6.8A, #12 AWG	20A CB 9.6A, #12 AWG	30A CB 15.2A, #12 AWG	60A CB 28A, #8 AWG
380-415V	15A CB 2.3A, #12 AWG	15A CB 4.3A #12 AWG	15A CB 6.1A, #12 AWG	20A CB 9.7A, #12 AWG	40A CB 18A, #12 AWG
460V	15A CB 2.1A, #12 AWG	15A CB 3.4A, #12 AWG	15A CB 4.8A, #12 AWG	15A CB * 7.6A, #12 AWG	35A CB 14A, #12 AWG
575V	15A CB 1.7A, #12 AWG	15A CB 2.7A, #12 AWG	15A CB 3.8A, #12 AWG	15A CB 6.1A, #12 AWG	25A CB 11A, #12 AWG

NOTES:
1. INVERSE-TIME CIRCUIT BREAKER (CB) SIZING WAS BASED ON NATIONAL ELECTRICAL CODE, ARTICLE 430.52
2. FULL-LOAD CURRENT VALUES WERE DERIVED FROM NATIONAL ELECTRICAL CODE, TABLE 430.250 AND UL 508, TABLE SB.1
* USE 20A CB FOR BALDOR TYPE TEHV (DIMMERSIBLE) 5HP 460V MOTOR DUE TO HIGH STARTING CURRENT



Control Philosophy

Power On indicator lamp
- illuminates when control power transformer is energized and fuses are good

Grinder selector switch, ON
- energize grinder motor forward contactor, Run relay & Run indicator lamp

Grinder selector switch, OFF/RESET
- de-energize grinder motor contactor, Run relay & Run indicator lamp
- clear any alarm conditions

Grinder selector switch, REMOTE
- energize grinder motor forward contactor when Remote Run Permissive input to PLC is On; energize the Run relay & Run indicator lamp

Jammed indicator lamp
- illuminates when a jam condition is set by the PLC (see Grinder Jam Clearing Sequence below)

Motor Fault indicator lamp
- illuminates when either a motor overload fault or motor over-temperature fault occurs

Fail Relay
- energized when an alarm condition is set for any of the following: (i) grinder jam; (ii) grinder motor overload, or; (iii) grinder motor overtemp

Emergency stop switch, open, (optional)
- de-energizes control power to PLC outputs that drive the motor starter and Run indicator lamp

Grinder Jam Clearing Sequence
- when the current sensor detects a jam, the motor forward contactor will be momentarily de-energized
- the motor reverse contactor will be energized for a pre-determined period of time and de-energized
- the motor forward contactor will be re-energized
- this sequence is repeated, as required, to clear the jam for a total of no more than 3 reversals in a 30-second period
- if the jam is not cleared in accordance with this sequence, an alarm condition is set
- in order to avoid nuisance trips, the inrush current is ignored for a pre-defined period when the motor is energized

NOTES: UNLESS OTHERWISE SPECIFIED
1. PROGRAM NUMBER: **PC2220-0015-A**
2. SHORT CIRCUIT CURRENT RATING (SCCR) FOR THE CONTROLLER IS 5kA
3. CT TRIP SETPOINT SHALL BE CALIBRATED TO 0.8 TIMES OF THE MOTOR'S LOCKED ROTOR AMPERES (LRA).
4. A WIRE JUMPER IS REQUIRED, IF THE MOTOR IS NOT EQUIPPED WITH THE THERMOSTAT.
5. THE DEFAULT OVERLOAD RELAY SETPOINT IS BASED ON THE NEC TABLES 430-250, BUT IT MAY BE ADJUSTED TO THE MOTOR NAMEPLATE FULL LOAD AMPERES (FLA) DURING START-UP OR THEREAFTER.
6. WIRE SIZE, TYPE AND COLOR:
   POWER CIRCUIT: REFER TO TABLE 1a FOR WIRE SIZE, TYPE MTW BLACK
   CONTROL CIRCUIT, 120VAC: #16 AWG TYPE MTW RED
   CONTROL CIRCUIT, 120VAC NEUTRAL: #16 AWG TYPE MTW WHITE
   CONTROL CIRCUIT, 24VDC: #16 AWG TYPE MTW BLUE
   CONTROL CIRCUIT GROUNDING: #14 AWG TYPE MTW GREEN
   POWER CIRCUIT GROUNDING: #12 AWG TYPE MTW GREEN

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UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES
FRACTIONS ± 1/32 | DECIMALS .XX ± .06 .XXX ± .005 | ANGLES ± 1/2°
MATERIAL
FINISH 250 (CAST) 125 (MACHINED) UNLESS OTHERWISE SPECIFIED
DO NOT SCALE DRAWING

APPROVALS	DATE
DRAWN TRAN. T.	6/8/22
CHECKED FUENTES, I.	6/8/22
PROJ ENGR TRAN. T.	6/8/22
REVISED	

CONTRACT NO.

JWC ENVIRONMENTAL
2850 S. Red Hill Ave. Suite 125, Santa Ana, CA 92705

PC2200
NEMA 4X FRP - SINGLE MOTOR
MOTOR CONTROLLER - SERIES PC2200

SIZE	DRAWING NO.	REV
D	PC2200-001-1	A

SCALE: NONE — 1 OF 3

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DRAWING NO. **PC2200-001-4**

REVISION HISTORY							
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A	ALL	INITIAL RELEASE		6/17/22	TT	IF	TT

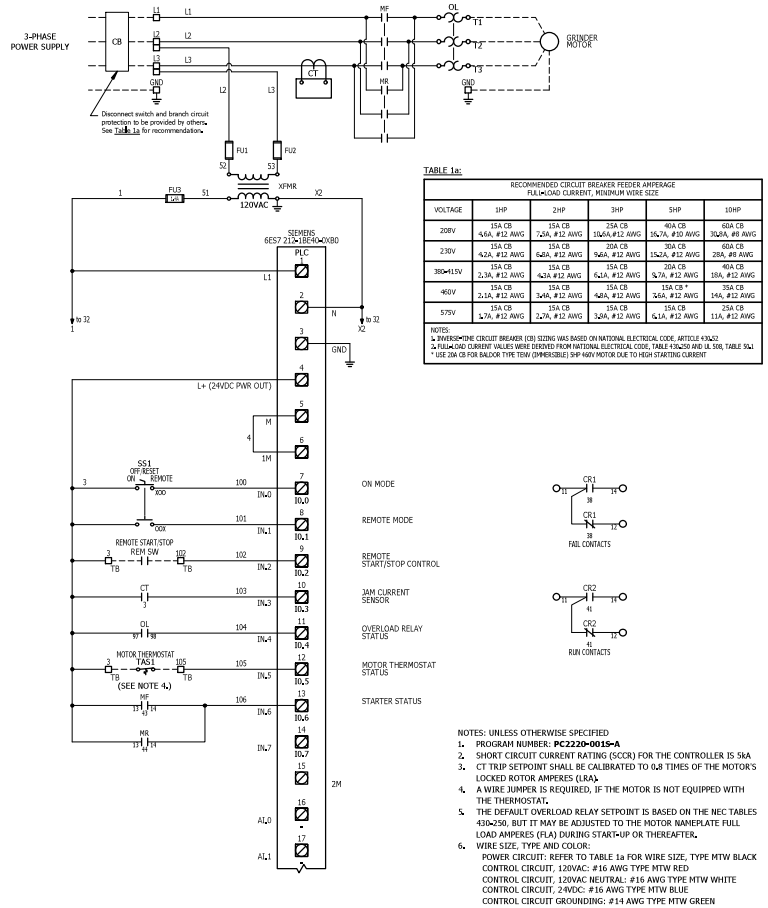
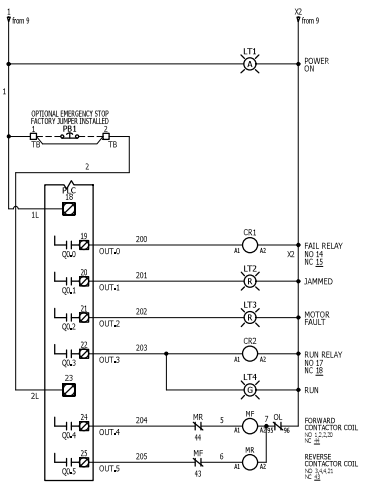


TABLE 1a:

RECOMMENDED CIRCUIT BREAKER FEEDER AMPERAGE FULL-LOAD CURRENT, MINIMUM WIRE SIZE					
VOLTAGE	1HP	2HP	3HP	5HP	10HP
208V	15A CB 6.6A, #12 AWG	15A CB 7.2A, #12 AWG	25A CB 10.6A,#12 AWG	40A CB 16.7A, #10 AWG	60A CB 30.8A, #8 AWG
230V	15A CB 6.2A, #12 AWG	15A CB 6.8A, #12 AWG	20A CB 9.6A, #12 AWG	30A CB 15.2A, #12 AWG	60A CB 28A, #8 AWG
380-415V	15A CB 2.3A, #12 AWG	15A CB 4.3A,#12 AWG	15A CB 6.1A, #12 AWG	20A CB 9.7A, #12 AWG	40A CB 18A, #12 AWG
460V	15A CB 2.1A, #12 AWG	15A CB 3.4A, #12 AWG	15A CB 4.8A, #12 AWG	15A CB * 7.6A, #12 AWG	35A CB 14A, #12 AWG
575V	15A CB 1.7A, #12 AWG	15A CB 2.7A, #12 AWG	15A CB 3.8A, #12 AWG	15A CB 6.1A, #12 AWG	25A CB 11A, #12 AWG

NOTES:
1. INVERSE-TIME CIRCUIT BREAKER (CB) SIZING WAS BASED ON NATIONAL ELECTRICAL CODE, ARTICLE 430.52
2. FULL-LOAD CURRENT VALUES WERE DERIVED FROM NATIONAL ELECTRICAL CODE, TABLE 430.250 AND UL 508, TABLE 59.1
* USE 20A CB FOR BALDOR TYPE TEFM (DIMMERSIBLE) 5HP 460V MOTOR DUE TO HIGH STARTING CURRENT

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   CONTROL CIRCUIT, 120VAC NEUTRAL: #16 AWG TYPE MTW WHITE
   CONTROL CIRCUIT, 24VDC: #16 AWG TYPE MTW BLUE
   CONTROL CIRCUIT GROUNDING: #14 AWG TYPE MTW GREEN
   POWER CIRCUIT GROUNDING: #12 AWG TYPE MTW GREEN



Control Philosophy

Power On indicator lamp
- illuminates when control power transformer is energized and fuses are good

Grinder selector switch, ON
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Grinder selector switch, OFF/RESET
- de-energize grinder motor contactor, Run relay & Run indicator lamp
- clear any alarm conditions

Grinder selector switch, REMOTE
- energize grinder motor forward contactor when Remote Run Permissive input to PLC is On; energize the Run relay & Run indicator lamp

Jammed indicator lamp
- illuminates when a jam condition is set by the PLC (see Grinder Jam Clearing Sequence below)

Motor Fault indicator lamp
- illuminates when either a motor overload fault or motor over-temperature fault occurs

Fail Relay
- energized when an alarm condition is set for any of the following: (i) grinder jam; (ii) grinder motor overload, or; (iii) grinder motor overtemp

Emergency stop switch, open, (optional)
- de-energizes control power to PLC outputs that drive the motor starter and Run indicator lamp

Grinder Jam Clearing Sequence
- when the current sensor detects a jam, the motor forward contactor will be momentarily de-energized
- the motor reverse contactor will be energized for a pre-determined period of time and de-energized
- the motor forward contactor will be re-energized
- this sequence is repeated, as required, to clear the jam for a total of no more than 3 reversals in a 30-second period
- if the jam is not cleared in accordance with this sequence, an alarm condition is set
- in order to avoid nuisance trips, the inrush current is ignored for a pre-defined period when the motor is energized

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UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES
FRACTIONS ± 1/32 | DECIMALS .XX ± .06 .XXX ± .005 | ANGLES ± 1/2°
MATERIAL
FINISH 250 (CAST) 125 (MACHINED) UNLESS OTHERWISE SPECIFIED
DO NOT SCALE DRAWING

APPROVALS	DATE
DRAWN TRAN. T.	6/17/22
CHECKED FUENTES, I.	6/17/22
PROJ ENGR TRAN. T.	6/17/22
REVISED	

CONTRACT NO.

JWC ENVIRONMENTAL
2850 S. Red Hill Ave. Suite 125, Santa Ana, CA 92705

PC2200
NEMA 4X 316 STAINLESS STEEL - SINGLE MOTOR
MOTOR CONTROLLER - SERIES PC2200

SIZE D | DRAWING NO. PC2200-001-4 | REV A
SCALE: NONE | 1 OF 3

UNCONTROLLED COPY

DRAWING NO. **PC2200-001-4**

TABLE 1: PARTS LIST

TB	2	E10-003-214	SCREW CENTER JUMPER - 2 POLE	AB	1492-CJJ8-2
TB	5	E10-003-210	SCREW CONNECTION TERMINAL BLOCK; 50A	AB	1492-J6
TB	2	E10-003-213	SCREW CONNECTION GROUND TERMINAL BLOCK	AB	1492-JG6
TB	4	E10-003-201	END BARRIER	AB	1492-EBJ3
TB	1	E10-003-205	SCREW CENTER JUMPER - 2 POLE	AB	1492-CJJ6-2
TB	6	E10-003-200	SCREW CONNECTION TERMINAL BLOCK; 35A	AB	1492-J4
TB	3	E10-003-207	END ANCHOR	AB	1492-EAJ35
SS1-NP	1	E13-043-095	NAMEPLATE "ON-OFF/RESET-REMOTE", FOR 22mm PILOT DEVICE	JWCE	E13-043-095
SS1	1	E08-001-410	SELECTOR SW - 3 POS MAINT, IP66 NEMA 4/4X/13	AB	800FP-SM32PX20
PLC	1	E19-013-114	SIMATIC S7-1200, CPU 1212C, COMPACT CPU, AC/DC/RLY, ONBOARD I/O: 8 DI 24V DC; 6 DO RELAY 2A; 2 AI 0 - 10V DC, POWER SUPPLY: AC 85 - 264 VAC.	SIEMENS	6ES7 212-1BE40-0XB0
LT4-NP	1	E13-043-004	NAMEPLATE "RUN", FOR 22mm PILOT DEVICE	JWCE	E13-043-004
LT4	1	E07-001-402	GREEN LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P3PN5G
LT3-NP	1	E13-043-145	NAMEPLATE "MOTOR FAULT", FOR 22mm PILOT DEVICE	JWCE	E13-043-145
LT3	1	E07-001-403	RED LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P4PN5R
LT2-NP	1	E13-043-066	NAMEPLATE "JAMMED", FOR 22mm PILOT DEVICE	JWCE	E13-043-066
LT2	1	E07-001-403	RED LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P4PN5R
LT1-NP	1	E13-043-001	NAMEPLATE "POWER ON", FOR 22mm PILOT DEVICE	JWCE	E13-043-001
LT1	1	E07-001-404	AMBER LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P0PN5A
FU3	2	E06-130-0140	GENERAL PURPOSE FUSE / MIDGET, 1.4A 250V TIME DELAY	FERRAZ SHAWMUT	TRM1-4/10
END_CLIP	4	E05-022-002	DIN RAIL END CLIP	IDEC	BNL-5
ENCL-PNL	1	E01-050-002	17"x13" BACK PANEL FOR NEMA ENCL 20"x16"	HOFFMAN	A20P16
ENCL	1	E01-4X6-201608	316 STAINLESS STEEL TYPE 4X ENCLOSURE 20"x16"x8"	HOFFMAN	A20H1608SS6LP
CT	1	E04-007-001	CURRENT SENSING SWITCH, 0-135 AMP INPUT, 30V MAX. SOLID-STATE OUTPUT	VERIS	H-701
CR1, CR2	2	E05-004-015	RELAY, 6mm RV8H SERIES, 6A SPDT 120V COIL, LED	IDEC	RV8H-L-AD110
TAG	QTY	JWC PART NUMBER	DESCRIPTION	MFG	CATALOG

NOTE:
ONE SET OF SPARE FUSES ARE INCLUDED IN QUANTITIES.

TABLE 2: BRANCH CIRCUIT COMPONENT SELECTION

VOLTAGE	TAG	MOTOR HORSE POWER (HP)				
		1HP	2HP	3HP	5HP	10HP
208V	XFMR	E03-001-013	E03-001-013	E03-001-013	E03-001-013	E03-001-013
	FU1-FU2	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-103
	OL	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-243A	E02-020-245A
230V	XFMR	E03-001-010	E03-001-010	E03-001-010	E03-001-010	E03-001-010
	FU1-FU2	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-103
	OL	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-243A	E02-020-245A
380-415V	XFMR	E03-001-009	E03-001-009	E03-001-009	E03-001-009	E03-001-009
	FU1-FU2	E06-110-0075	E06-110-0075	E06-110-0075	E06-110-0075	E06-110-0075
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-101
	OL	E02-020-241A	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-242A
460V	XFMR	E03-001-010	E03-001-010	E03-001-010	E03-001-010	E03-001-010
	FU1-FU2	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-101
	OL	E02-020-241A	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-242A
575V	XFMR	E03-001-027	E03-001-027	E03-001-027	E03-001-027	E03-001-027
	FU1-FU2	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-101
	OL	E02-020-241A	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-242A

TABLE 3: PARTS LIST SUPPLEMENT TO TABLE 2

F1-F2	4	E06-110-0100	FUSE, 1.0A, 600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQR1
F1-F2	4	E06-110-0075	FUSE, .75A,600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQR3/4
F1-F2	4	E06-110-0050	FUSE, .5A,600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQR1/2
XFMR	1	E03-001-027	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 600:120	AB	1497-G-CXSX-3-N
XFMR	1	E03-001-013	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 208:120	AB	1497-G-HXDX-3-N
XFMR	1	E03-001-010	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 240/480:120	AB	1497-G-BASX-3-N
XFMR	1	E03-001-009	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 380/400/415:230/115	AB	1497-G-M4-3-N
OL	1	E02-020-245A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 9.0-45 AMPS	AB	193-1EFFD
OL	1	E02-020-243A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 5.4-27 AMPS	AB	193-1EFEB
OL	1	E02-020-242A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 3.2-16 AMPS	AB	193-1EFDB
OL	1	E02-020-241A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 1.0-5.0 AMPS	AB	193-1EFCB
MF/MR	1	E02-020-101	IEC CONTACTOR, AC REVERSING, 23 AMPS	AB	104-C23D22
MF/MR	1	E02-020-103	IEC CONTACTOR, AC REVERSING, 37 AMPS	AB	104-C37D22
TAG	QTY	JWC PART NUMBER	DESCRIPTION	MFG	CATALOG

JWC ENVIRONMENTAL
2850 S. Red Hill Ave. Suite 125, Santa Ana, CA 92705

PC2200
NEMA 4X 316 STAINLESS STEEL - SINGLE MOTOR MOTOR CONTROLLER - SERIES PC2200

SIZE	DRAWING NO.	REV
D	PC2200-001-4	A

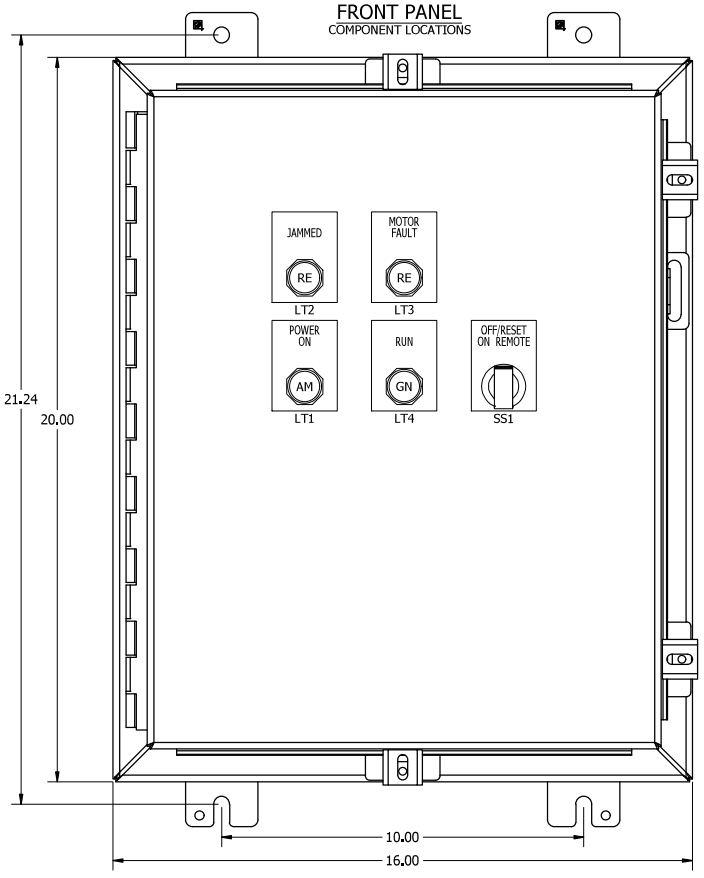
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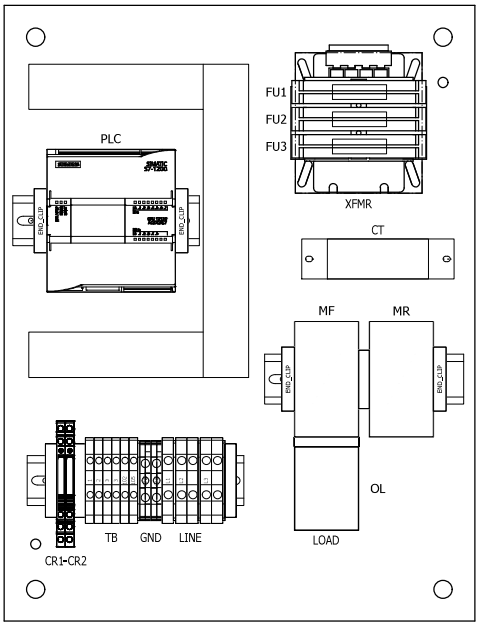
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DRAWING NO. **PC2200-001-4**

FRONT PANEL
COMPONENT LOCATIONS



BACK PANEL
COMPONENT LOCATIONS



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PC2200
NEMA 4X 316 STAINLESS STEEL - SINGLE MOTOR MOTOR CONTROLLER - SERIES PC2200

SIZE	DRAWING NO.	REV
D	PC2200-001-4	A

SCALE: NONE

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TABLE 1: PARTS LIST

TB	2	E10-003-214	SCREW CENTER JUMPER - 2 POLE	AB	1492-CJJ8-2
TB	5	E10-003-210	SCREW CONNECTION TERMINAL BLOCK; 50A	AB	1492-J6
TB	2	E10-003-213	SCREW CONNECTION GROUND TERMINAL BLOCK	AB	1492-JG6
TB	4	E10-003-201	END BARRIER	AB	1492-EBJ3
TB	1	E10-003-205	SCREW CENTER JUMPER - 2 POLE	AB	1492-CJJ6-2
TB	6	E10-003-200	SCREW CONNECTION TERMINAL BLOCK; 35A	AB	1492-J4
TB	3	E10-003-207	END ANCHOR	AB	1492-EAJ35
SS1-NP	1	E13-043-095	NAMEPLATE "ON-OFF/RESET-REMOTE", FOR 22mm PILOT DEVICE	JWCE	E13-043-095
SS1	1	E08-001-410	SELECTOR SW - 3 POS MAINT, IP66 NEMA 4/4X/13	AB	800FP-SM32PX20
PLC	1	E19-013-114	SIMATIC S7-1200, CPU 1212C, COMPACT CPU, AC/DC/RLY, ONBOARD I/O: 8 DI 24V DC; 6 DO RELAY 2A; 2 AI 0 - 10V DC, POWER SUPPLY: AC 85 - 264 VAC.	SIEMENS	6ES7 212-1BE40-0XB0
LT4-NP	1	E13-043-004	NAMEPLATE "RUN", FOR 22mm PILOT DEVICE	JWCE	E13-043-004
LT4	1	E07-001-402	GREEN LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P3PN5G
LT3-NP	1	E13-043-145	NAMEPLATE "MOTOR FAULT", FOR 22mm PILOT DEVICE	JWCE	E13-043-145
LT3	1	E07-001-403	RED LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P4PN5R
LT2-NP	1	E13-043-066	NAMEPLATE "JAMMED", FOR 22mm PILOT DEVICE	JWCE	E13-043-066
LT2	1	E07-001-403	RED LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P4PN5R
LT1-NP	1	E13-043-001	NAMEPLATE "POWER ON", FOR 22mm PILOT DEVICE	JWCE	E13-043-001
LT1	1	E07-001-404	AMBER LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P0PN5A
FU3	2	E06-130-0140	GENERAL PURPOSE FUSE / MIDGET, 1.4A 250V TIME DELAY	FERRAZ SHAWMUT	TRM1-4/10
END_CLIP	4	E05-022-002	DIN RAIL END CLIP	IDEC	BNL-5
ENCL-PNL	1	E01-044-002V	16"x14" BACK PANEL FOR DIAMOND SERIES ENCL.	STAHLIN	BP1614AL
		E01-028-014	MOUNTING FEET FOR DIAMOND SERIES ENCL.	STAHLIN	DSMGFTKIT
ENCL	1	E01-028-010	ENCL NEMA 4X FIBERGLASS 16X14X8 CUSTOM, HINGED OPAQUE COVER WITH STAINLESS STEEL PULL LATCHES	STAHLIN	DS161408HPL
CT	1	E04-007-001	CURRENT SENSING SWITCH, 0-135 AMP INPUT, 30V MAX. SOLID-STATE OUTPUT	VERIS	H-701
CR1, CR2	2	E05-004-015	RELAY, 6mm RV8H SERIES, 6A SPDT 120V COIL, LED	IDEC	RV8H-L-AD110
TAG	QTY	JWC PART NUMBER	DESCRIPTION	MFG	CATALOG

NOTE:
ONE SET OF SPARE FUSES ARE INCLUDED IN QUANTITIES.

TABLE 2: BRANCH CIRCUIT COMPONENT SELECTION

VOLTAGE	TAG	MOTOR HORSE POWER (HP)				
		1HP	2HP	3HP	5HP	10HP
208V	XFMR	E03-001-013	E03-001-013	E03-001-013	E03-001-013	E03-001-013
	FU1-FU2	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-103
	OL	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-243A	E02-020-245A
230V	XFMR	E03-001-010	E03-001-010	E03-001-010	E03-001-010	E03-001-010
	FU1-FU2	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-103
	OL	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-243A	E02-020-245A
380-415V	XFMR	E03-001-009	E03-001-009	E03-001-009	E03-001-009	E03-001-009
	FU1-FU2	E06-110-0075	E06-110-0075	E06-110-0075	E06-110-0075	E06-110-0075
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-101
	OL	E02-020-241A	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-242A
460V	XFMR	E03-001-010	E03-001-010	E03-001-010	E03-001-010	E03-001-010
	FU1-FU2	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-101
	OL	E02-020-241A	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-242A
575V	XFMR	E03-001-027	E03-001-027	E03-001-027	E03-001-027	E03-001-027
	FU1-FU2	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-101
	OL	E02-020-241A	E02-020-241A	E02-020-241A	E02-020-242A	E02-020-242A

TABLE 3: PARTS LIST SUPPLEMENT TO TABLE 2

F1-F2	4	E06-110-0100	FUSE, 1.0A, 600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQR1
F1-F2	4	E06-110-0075	FUSE, .75A,600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQR3/4
F1-F2	4	E06-110-0050	FUSE, .5A,600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQR1/2
XFMR	1	E03-001-027	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 600:120	AB	1497-G-CXSX-3-N
XFMR	1	E03-001-013	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 208:120	AB	1497-G-HXDX-3-N
XFMR	1	E03-001-010	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 240/480:120	AB	1497-G-BASX-3-N
XFMR	1	E03-001-009	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 380/400/415:230/115	AB	1497-G-M4-3-N
OL	1	E02-020-245A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 9.0-45 AMPS	AB	193-1EFFD
OL	1	E02-020-243A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 5.4-27 AMPS	AB	193-1EFEB
OL	1	E02-020-242A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 3.2-16 AMPS	AB	193-1EFDB
OL	1	E02-020-241A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 1.0-5.0 AMPS	AB	193-1EFCB
MF/MR	1	E02-020-101	IEC CONTACTOR, AC REVERSING, 23 AMPS	AB	104-C23D22
MF/MR	1	E02-020-103	IEC CONTACTOR, AC REVERSING, 37 AMPS	AB	104-C37D22
TAG	QTY	JWC PART NUMBER	DESCRIPTION	MFG	CATALOG

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2850 S. Red Hill Ave. Suite 125, Santa Ana, CA 92705

PC2200
NEMA 4X FRP - SINGLE MOTOR MOTOR CONTROLLER - SERIES PC2200

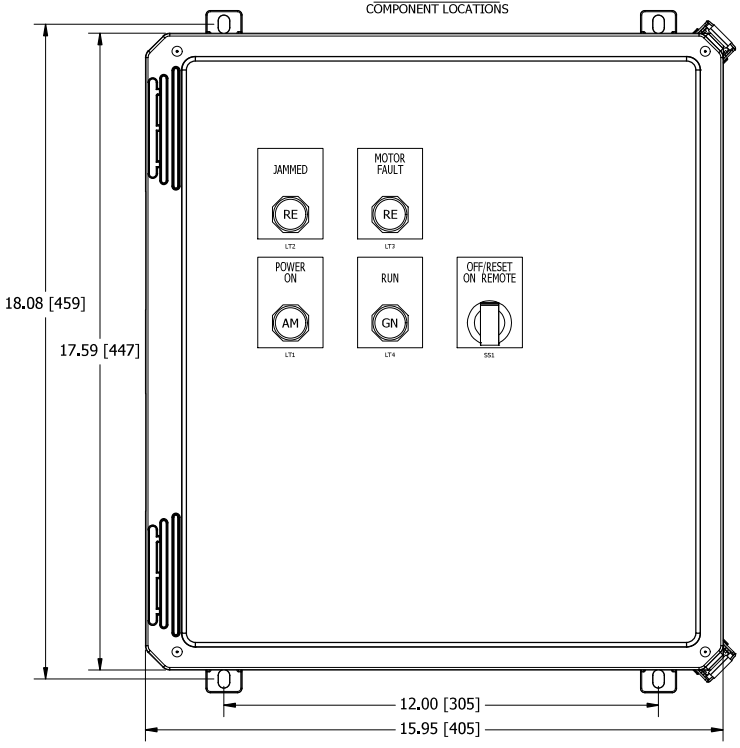
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D	PC2200-001-1	A

SCALE: NONE | 2 OF 3

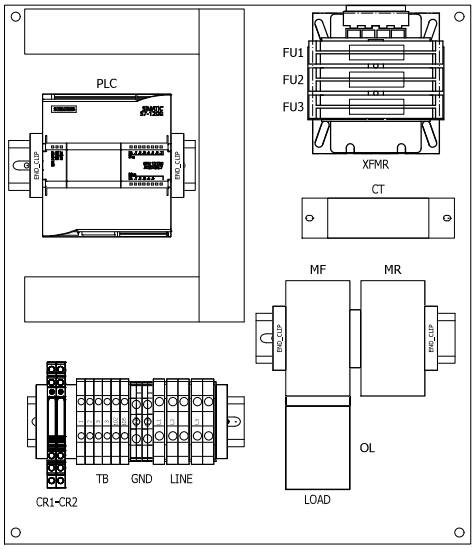
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DRAWING NO. **PC2200-001-1**

FRONT PANEL
COMPONENT LOCATIONS



BACK PANEL
COMPONENT LOCATIONS



JWC ENVIRONMENTAL
2850 S. Red Hill Ave. Suite 125, Santa Ana, CA 92705

PC2200
NEMA 4X FRP - SINGLE MOTOR
MOTOR CONTROLLER - SERIES PC2200

SIZE	DRAWING NO.	REV
D	PC2200-001-1	A

SCALE: NONE — 3 OF 3

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SOLE_SOURCE_determinatin request form Misco Water NEW FORM 12.24.24 updated

Final Audit Report 2025-01-07

Created:	2025-01-03
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdey8qxpgzJ1ldpD2EQFkfblxK2R7xjBe

"SOLE_SOURCE_determinatin request form Misco Water NEW FORM 12.24.24 updated" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-01-03 - 11:42:32 PM GMT- IP address: 63.232.20.2

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2025-01-03 - 11:47:38 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2025-01-07 - 7:57:58 PM GMT- IP address: 63.232.20.2

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2025-01-07 - 7:58:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2025-01-07 - 7:58:15 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-01-07 - 8:12:27 PM GMT- IP address: 174.218.17.167

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-01-07 - 8:13:24 PM GMT - Time Source: server- IP address: 174.218.17.167

Agreement completed.
2025-01-07 - 8:13:24 PM GMT

Powered by Adobe Acrobat Sign

MIERA, KRISTY A.

From: GSD.SPDInfo@state.nm.us
Sent: Saturday, February 8, 2025 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #50-M0087-25-CP010 - 30 Days

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Your Sole Source #**50-M0087-25-CP010** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	8/28/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Enterpise Fund/WIP Construction	5000375	572970	WWM245002	$ 249,984	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 249,984	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

To increase 5000375/572970 WIP CONSTRUCTION from cash for continued rental of the Aeratros for the emergency at WW

Please NOTE on posting NEWTERRA :)

please review memo for details

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(249,984)
TOTAL:	(249,984)

Linda MacAllister — Prepared By *{print name}* — 2/14/2025 Date

Division Director Signature *{optional}* — Date

Jesse Roach — Department Director Signature — Mar 3, 2025 Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Budget Officer — 03/06/2025 Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/3/2025

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

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

PRODUCER
Digital Insurance LLC - Clayton, MO
8235 Forsyth Blvd #1200
Clayton MO 63105

License#: 8012081

CONTACT NAME: Charita Mesger
PHONE (A/C, No, Ext): 314-746-4700 **FAX (A/C, No):** 314-889-3700
E-MAIL ADDRESS: charita.mesger@onedigital.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gemini Insurance Company	10833
INSURER B : Great American E&s Ins Co	37532
INSURER C : Tokio Marine Speciality Ins Co	23850
INSURER D : National Fire Ins Co Of Hartford	20478
INSURER E : Transportation Insurance Co	20494
INSURER F :	

INSURED
Newterra Corporation, Inc.
Newterra Holdings, LLC
1555 Coraopolis Heights Rd.
Coraopolis PA 15108

NEWTCOR-01

COVERAGES **CERTIFICATE NUMBER:** 585252937 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			VMGP005669	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
D	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X Comp: $1,000 [X] Coll: $1,000			6072879306	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XSE65888404	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE 	$ 8,000,000 $ 8,000,000 $
E E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6072879192 6079543872	12/31/2024 12/31/2024	12/31/2025 12/31/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C C	Contractor Pollution & Professional Liability			PPK2640691 PPK2640916	12/31/2024 12/31/2024	12/31/2025 12/31/2025	Claim/Agg Claim/Agg	2,000,000 2,000,000

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

The General Liability, and Automobile Liability, include Blanket Additional Insureds where such status is required by a written contract. The General Liability, Automobile Liability, Umbrella Liability, Pollution Liability and Workers' Compensation policies include Blanket Waivers of Subrogation which provide this status when required by a written contract. Waiver of Subrogation for Umbrella Liability, applies in favor of Additional Insured/Certificate Holder per policy terms and conditions 30 day notice of cancellation in favor of the First Named Insured.

Policies are Primary and Non-Contributory. Umbrella policy follows the form of underlying policies in favor of the certificate holder.
City of Santa Fe is included as Additional Insured(s)on all policies including Contractors Pollution Liability as required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
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

Michael F Sheehan Jr

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Signature: LeRoy Alvarado
LeRoy Alvarado (Feb 27, 2025 13:38 MST)

Email: lmalvarado@santafenm.gov