




## The Purchasing Memo

**Date:** January 6, 2026

**To:** Governing Body and Public Works & Utilities Committee

**From:** Michael Dozier, Wastewater Management Division Director 

**Subject:** Amendment to Professional Services Contract for Aquasight, LLC.

**Vendor Name:** Aquasight, LLC.

**Munis Vendor Number:** 10422

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Wastewater Management Division respectfully requests your review and approval of an Amendment 1 to contract number 3250176 with Aquasight, LLC for data analysis to the Paseo Real Wastewater Treatment Facility (PRWRF). No increase in compensation or term. There is only a change to the scope of work.

### ITEM AND ISSUE:

The city received a referenced Administrative Order (AO) on March 6th, 2024 from the U.S. Environmental Protection Agency (EPA) Region 6 and amended July 10, 2024 (CWA-06-2024-1765). This AO requires within 30 days the submission of the comprehensive written plan for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring. Aquasight is one of the original vendors set up in the plan to provide data analysis to the Paseo Real Wastewater Treatment Facility (PRWRF) to improve ongoing operations. They provided the PRWRF with APOLLO, a digital twin software, that allowed operators to see trends in Supervisory Control and Data Acquisition (SCADA) information, laboratory data and operations logs and make informed decisions for the operation of the PRWRF. This software requires proper connections to specific data streams (Operator 10 Wastewater) from PRWRF equipment to be able to provide the dashboard with useful information.

PRWRF has been having issues (communication fiber and control module installations) getting the Secondary Clarifier system SCADA information connected and shared to the data streams, so on 18 November 2025 the Contractor provided an alternative to the data at no change in the compensation. The alternative was to change out modules and programming from the Clarifier module to one called AQSUNC. This module for APOLLO will provide our operators with a new product that pairs our data with an artificially intelligent large language model (LLM) that discovers the trends in our data and provides interactive guidance on reasons why the data may look the way it does. This would be an improvement over APOLLO which only displays the data in a dashboard but does not analyze it for us. With the new module, the Contractor will be able to complete our onboarding process and can add the replaced module and other modules at a later time.

### CONTRACT NUMBER:

The Fiscal Year 2024 Munis contract number is 3250176.

**BACKGROUND AND SUMMARY:**

On 4 November 2024, the contract was completed with the vendor. On 6 December 2024, a purchase order (FY25-22503195) was placed for the software and to set up onboarding. On 5 September 2025 a carry-over PO (FY26 – 22603048) was placed to continue, but the contract number was not connected to it. A new carry-over PO (FY26 - 22603539) has been placed to correct this issue and will get a change order to add gross receipts tax.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

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

**Munis Org Name/Number:** WW Capital Projects-5000375

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

**Budget Officer / Designee:** Andy Hopkins **Date:** 01/08/2026

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

**PROCUREMENT METHOD:**

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

The Paseo Real Water Reclamation Facility executed the Emergency Determination (Munis Procurement Number 40-M0087-24-EM030) on 4 April 2024 signed by Travis Dutton-Leyda.

**Chief Procurement Officer (CPO)/Designee:** [Signature] **Date:** 01/09/2026

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

**ASSOCIATED APPROVALS:**

**IT Components included?**  Yes |  No – On the original YES, but there is no change for amendment.

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

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

**Treasury/Point of Sale 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:**

- Amended Aquasight Professional Services Contract
- Amended Aquasight Proposal - Exhibit B
- Updated Certificate of Liability Insurance (COI) – 10 December 2026

**If Amendment:**

- Original contract packet – 24-0643 Aquasight LLC Final
  - Original Emergency Determination Form – 4 April 2024
  - USEPA Findings of Violation and Compliance Order CWA-06-2024-1745
  - Original Vendors
  - Aquasight Proposal Letter – 19 March 2024
  - Original Aquasight Purchase Memo – 8 October 2024
  - Original Aquasight Professional Services Contract 3204657 – 4 November 2024
  - Official Original Aquasight Proposal – Exhibit A
  - Original Horizons Document
  - Original Certificate of Liability Insurance (COI) – 4 September 2024

**CITY OF SANTA FE AMENDMENT No. 1  
TO PROFESSIONAL SERVICES CONTRACT  
ITEM# 24-0643**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated 4 November 2024 (the "Contract"), between the City of Santa Fe (the "City") and Aquasight, LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

- A. Under the terms of the Contract, Contractor has agreed to provide operational treatment modeling and simulation tools for the Paseo Real Wastewater Reclamation Facility.
- B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Contract is amended, so that Article 1 reads in its entirety as follows:

The Contractor shall perform all the work required by this contract and any amendments thereof to build upon the improvements initiated by the City in April 2023. The emergency procurement, this request for authorization, and accompanying Budget Adjustment Request (BAR) established by the City respond to the requirement that the City eliminate violations identified by the EPA and NMED within the shortest possible time. These actions by the City, included as part of a comprehensive plan, will demonstrate the City's commitment to complete this project within the shortest possible time in the most efficient way possible.

The Contractor's scope of work includes support to the City for specific comprehensive plan items #6, #7, and #8 as noted below. The City's comprehensive plan focuses on improving current data collection, regulatory compliance, operational knowledge management / transfer, and management practices at the Paseo Real Water Reclamation Facility (PRWRF), combined with selective capital improvements to existing PRWRF facilities.

The City's comprehensive plan is broken down into the following ten (10) steps, of which the Contractor is providing support only for items #6, #7, and #8 (other items noted are by others):

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

The Contractor's scope of work includes support only for plan items #6, #7, and #8 above. Other noted items are not applicable to the Contractor's work nor to this Scope of Work.

The Contractor's Scope of work will incorporate the following general tasks:

The City of Santa Fe Public Utilities Department 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.

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.

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.

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 – AQS SYNC Data Integration and AI-Driven Guidance Module**

Task 5 – UV Disinfection/Chlorination/Dechlorination Onboarding

Task 6 – Default Module Configuration

Task 7 – Training and Adoption

See Exhibit A for details of the Scope of Work

**See Exhibit B for details of the amended Scope of Work**

### 3. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$28,656.25 in gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

[CONTINUED ON NEXT PAGE]

A. **The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed \$378,656.25, including gross receipts tax.** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

4. CONTRACT IN FULL FORCE.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

\_\_\_\_\_  
\_\_\_\_\_, MAYOR

DATE: \_\_\_\_\_

CONTRACTOR:  
AQUASIGHTt, LLC.

Jonathan Hasson  
Jonathan Hasson (Dec 15, 2025 09:14:07 CST)  
\_\_\_\_\_  
JONATHAN HASSON, VICE PRESIDENT

DATE: Dec 15, 2025

CRS# \_\_\_\_\_

Registration # \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martínez  
Marcos Martínez (Dec 15, 2025 08:16:05 MST)  
\_\_\_\_\_  
MARCOS MARTÍNEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

01/09/2026

B. BLANCO  
\_\_\_\_\_, FINANCE DIRECTOR

## EXHIBIT B

**Amendment 1 - Revised**  
**Santa Fe, NM Paso Real WRF APOLLO™ Updates – Addition of AQSYNC™**  
**Revised December 11, 2025**

**1. Name:** City of Santa Fe NM  
**Public Works Department**  
**200 Lincoln Avenue**  
**Santa Fe, New Mexico 87501**

**1. Existing Aquasight Solution Deployed:** APOLLO 6.0

**2. Amended APOLLO™ Scope:**

The contract scope is amended as noted below. This work is in addition to the existing APOLLO™ contract solution at the Santa Fe Paso Real WRF.

**A. Replace Secondary Clarifier Module Scope in current contract with new AQSYNC™ solution**

Completely replace the Secondary Clarifier Module in the current APOLLO™ solution for Santa Fe with a new AQSYNC™ module, Aquasight’s data integration and observability solution for raw data (lab or live) data health and visualization.

AQSYNC™ will integrate data sources from the Paso Real WRF SCADA and Laboratory (LIMS) system. Its dashboards will display data health, timestamps of the last successful data checks, and provide tools to visualize and download raw data. The platform also includes a built-in “easy button” for AI-driven data guidance, which can be disabled if county policy restricts the use of generative AI in daily workflows.

Together, AQSYNC™ and APOLLO™ form a seamless system, creating a robust data integration environment that connects and normalizes large-scale, multi-source data while leveraging the strengths of both platforms.

This data quality step will ensure that Santa Fe’s high-volume time-series data are brought into a single, trusted stream without burdening utility resources.

This no-cost change order to replace the Secondary Clarifier Module with AQSYNC™ will complete the onboarding phase of the current APOLLO™ contract.



**B. Postpone Secondary Clarifier Module**

Due to delays in establishing reliable and high quality data for secondary clarifier operation at the Paso Real WRF, this module will be postponed to when this data is available (estimated in 2026). Addition of the Secondary Clarifier module later will require an additional change order with additional pricing (price TBD).

- 3. AQSYNC™ Deployment Timing:** Four (4) to Eight (8) calendar weeks
- 4. Change Order Contract Term:** Aligned with current Annual Contract
- 5. Change Order Incremental Fees:** No Cost Change Order

All State and Local taxes are additional as required.

**6. Payment Schedule:**

- Onboarding fees – N/A
- Annual Subscription Service for AQSYNC™ will start from the time of this agreement and end at the end of the current 3-year service contract for APOLLO™.
- Payment Terms are Net 30

**7. AVA™ Water Assistant Addendum to Aquasight Subscription Agreement**

The Aquasight Subscription Agreement as modified and approved in the current contract shall be amended to include the AVA™ Water Assistant Addendum as noted in the attached.

All project fees and terms and conditions of the current contract with the City of Santa Fe, NM shall remain unchanged except as noted herein.

**ADDENDUM TO AQUASIGHT SUBSCRIPTION AGREEMENT**  
(AVA AI Water Assistant Addendum)

This Addendum (“Addendum”) is entered into by and between Aquasight, LLC (“Aquasight”) and the Customer (as defined in the Aquasight Subscription Agreement dated September 25, 2024) and is effective as of the later of (i) the Effective Date of the Agreement, or (ii) the date the Customer first activates or accesses the AVA feature (the “Effective Date of Addendum”).

This Addendum supplements and is incorporated into the Aquasight Subscription Agreement (the “Agreement”). Except as expressly modified herein, all other terms and conditions of the Agreement remain in full force and effect. Capitalized terms used but not defined in this Addendum have the meanings given to them in the Agreement.

**1. AVA Subscription and Use of AI Technology**

**1.1 Description of Service.**

Aquasight offers an optional feature known as AVA, AI Water Assistant (“AVA”), which utilizes artificial intelligence (“AI”) and large language model (“LLM”) technology to generate automated insights, recommendations, and related content based on Customer Data and other available inputs.

**1.2 Acknowledgment of AI Processing.**

By enabling or accessing AVA, the Customer acknowledges and agrees that:

- (a) AVA’s functionality is powered in part by third-party AI and LLM service providers;
- (b) to enable such functionality, certain Customer Data, prompts, or related inputs may be transmitted to, and processed by, such third-party providers solely for the purpose of generating AVA insights and responses; and
- (c) Aquasight does not control the operation, training, or performance of any third-party LLM.

**1.3 AI Output Disclaimer.**

The Customer understands and agrees that AVA’s outputs are generated through probabilistic AI models and may not always be accurate, complete, or current. All AI-generated content is provided “as is” and for informational purposes only. The Customer remains solely responsible for independently reviewing, validating, and determining the suitability of any AI-generated output before relying upon it for operational or decision-making purposes.

**1.4 No Warranty for AI Content.**

To the fullest extent permitted by law, Aquasight expressly disclaims all warranties, express or implied, with respect to AVA and any AI-generated content, including but not limited to warranties of accuracy, reliability, merchantability, fitness for a particular purpose, or non-infringement.

**1.5 Limitation of Liability.**

Aquasight shall not be liable for any errors, omissions, or outcomes resulting from the use of AVA or any AI-generated content. Use of AVA and reliance upon its outputs shall be at the Customer’s sole risk. The limitations of liability set forth in Section I.6 of the Agreement shall apply in full to this Addendum and to the Customer’s use of AVA.

## **2. Confidentiality and Data Handling**

### **2.1 Authorization to Transmit Data.**

Customer hereby authorizes Aquasight to transmit limited Customer Data to third-party AI or LLM service providers solely for the purpose of enabling AVA functionality and agrees that such transmission shall not constitute a breach of Section H (Confidentiality) of the Agreement.

### **2.2 Data Usage Limitation.**

Aquasight shall not permit any Customer Data transmitted through AVA to be used by Aquasight or its third-party providers to train, fine-tune, or otherwise improve external or public AI models, except in aggregated and anonymized form.

### **2.3 Retention.**

Aquasight shall retain any Customer Data processed through AVA only as necessary to perform the AVA service and in accordance with Aquasight's data retention and security practices under the Agreement.

## **3. Customer Responsibilities**

### **3.1 Compliance and Oversight.**

Customer is responsible for all use of AVA by its authorized users and shall ensure that such use complies with applicable laws, regulations, and the terms of this Addendum.

### **3.2 Independent Validation.**

Customer acknowledges that AVA is intended to assist and augment human decision-making and does not replace Customer's professional judgment or diligence.

## **4. Term and Termination**

This Addendum shall remain in effect for as long as the Customer's subscription under the Agreement remains active, unless terminated earlier by either party in accordance with Section D of the Agreement. Upon termination or expiration of the Agreement or this Addendum, Customer's access to AVA shall automatically cease.

## **5. Miscellaneous**

This Addendum is governed by and construed in accordance with the governing law set forth in Section K.1 of the Agreement. In the event of any conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control solely with respect to the AVA feature and related AI functionality.

## Note to File

**Date:** January 5, 2026

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

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

**Via:** Jesse Roach, Interim Public Utilities Director

**Subject:** Amendment to Professional Services Contract for Aquasight, LLC.

**Vendor Name:** Aquasight, LLC.

**Munis Vendor Number:** 10422

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### BACKGROUND AND SUMMARY:

In reference to the Paseo Real Water Reclamation Facility Administrative Order Emergency Project (40-M0087-24-EM030), the Public Utilities Department has submitted an Emergency Determination Form for emergency procurement to implement a comprehensive plan that provides interim corrective measures and for the long-term success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) necessary to ensure compliance with NPDES and Discharge Permits within the shortest possible time. The referenced Administrative Order (AO), which the City received on March 6th, 2024 from the U.S. Environmental Protection Agency (EPA) Region 6 and amended July 10, 2024 (CWA-06-2024-1765), is attached and requires within 30 days the submission of the comprehensive written plan for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

On 4 November 2024, the contract was completed with the vendor. A purchase order (FY25-22503195) was placed for APOLLO, a digital twin software, that would allow operators to see trends in Supervisory Control and Data Acquisition (SCADA) information, laboratory data and operations logs and make informed decisions for the operation of the Paseo Real Wastewater Reclamation Facility (PRWRF). This software requires proper connections to specific data streams (Operator 10 Wastewater) from PRWRF equipment to be able to provide the dashboard with useful information.

PRWRF has been having issues (communication fiber and control module installations) getting the Secondary Clarifier system SCADA information connected and shared to the data streams, so on 18 November 2025 the Contractor provided an alternative to the data at no change in the compensation. The alternative was to change out modules and programming from the Clarifier module to one called AQSUNC. This module for APOLLO will provide our operators with a new product that pairs our data with an artificially intelligent large language model (LLM) that discovers the trends in our data and provides interactive guidance on reasons why the data may look the way it does. This would be an improvement over APOLLO which only displays the data in a dashboard but does not analyze it for us. With the new module, the Contractor will be able to complete our onboarding process and can add the replaced module and other modules at a later time.

Posting is closed. Thank you!



CLOSED

Other

## 60-M0087-25-EM133 - Pump and filtration equipment for maximum flows

Emergency Wastewater

**Close Date:** 12/15/2025

**Release Date:** Thursday, November 13, 2025 · **Due Date:** Saturday, December 13, 2025 2:00pm

Posted Thursday, November 13, 2025 2:17pm

*All dates & times in Mountain Time*

Overview

Project Documents

Attachments

Addenda & Notices

Question & Answer

RSVP Manager

Responses

### Post Information

<b>Posted At:</b>	Thu, Nov 13, 2025 2:17 PM
<b>Sealed Bid Process:</b>	No
<b>Private Bid:</b>	No



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2025

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).

<b>PRODUCER</b> <b>Paradiso Financial and Insurance Services, LLC</b> <b>8 E Main Street</b> <b>Stafford Springs, CT 06076</b>	<b>CONTACT NAME:</b> Sabrina Marianna Papaleo <b>PHONE (A/C, No. Ext):</b> (860)684-5270 <b>E-MAIL ADDRESS:</b> sabrina@paradisoinurance.com	<b>FAX (A/C, No):</b> (860)851-9564	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>AQUASIGHT LLC</b> <b>1650 W Big Beaver Rd Ste 101</b> <b>Troy, MI 48084-3531</b>	<b>INSURER A:</b> <b>Hartford Ins of the Midwest</b>		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 96002055-0

REVISION NUMBER: 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			02SBABP2VW2	06/15/2025	06/15/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			02SBABP2VW2	06/15/2025	06/15/2026	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$ 1,000,000
							BODILY INJURY (Per accident)	\$ 1,000,000
							PROPERTY DAMAGE (Per accident)	\$ 1,000,000
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 0			02SBABP2VW2	06/15/2025	06/15/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	02WECBP2WOY	06/15/2025	06/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<b>Errors &amp; Omissions</b>			02SBABP2VW2	06/15/2025	06/15/2026	Occurrence	3,000,000
A	<b>Cyber Liability</b>			02SBABP2VW2	06/15/2025	06/15/2026	Occurrence	3,000,000

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

The Certificate Holder, City of Sante Fe is listed additional insured's on the General Liability policy with respect to ongoing and completed operations where required by written contract, additional insured coverage provided under the General Liability and Umbrella applies on a primary and noncontributory basis. General Liability, Auto & Work Comp includes waiver of subrogation on behalf of the additional insured as required by written contract and where allowed by law.

(continued on ACORD 101 Additional Remarks Schedule)

<b>CERTIFICATE HOLDER</b> <b>City of Santa Fe</b> <b>200 Lincoln Ave</b> <b>Santa Fe, NM 87501</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <div style="text-align: right;">(SMP)</div>

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## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Paradiso Financial and Insurance Services, LLC</b>		NAMED INSURED <b>AQUASIGHT LLC</b>	
POLICY NUMBER <b>02SBABP2VW2</b>		EFFECTIVE DATE: <b>06/15/2025</b>	
CARRIER <b>Hartford Ins of the Midwest</b>	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25    FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)  
 Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.  
 Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL0000, attached to this policy.  
 Coverage is primary and noncontributory per the Business Liability Coverage Form SL0000, attached to this policy.

**City of Santa Fe  
Emergency Determination Form**



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

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

Department Director: John Dupuis

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

Department Telephone Number: 505-955-4623

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

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

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

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

**Amount of prospective contract: \$350,000.00**

**Term of prospective contract: Three years**

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

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

**Amount of prospective contract: \$155,690.08**

**Term of prospective contract: One year**

**C. Name of Contractor: Carollo Engineers, Inc.**

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

**Amount of prospective contract: \$80,000.00**

**Term of prospective contract: One year**

**D. Name of Contractor: ITSQUEST Staffing**

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

**Amount of prospective contract: \$264,463.70**

**Term of prospective contract: One year and two months**

**E. Name of Contractor: Hazen and Sawyer**

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

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

**Term of prospective contract: 2.5 years**

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

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

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

**Term of prospective contract: Two Years**

**G. Name of Contractor: Molzen Corbin**

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

**Amount of prospective contract: \$180,000**

**Term of prospective contract: Two Years**

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

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

**Amount of prospective contract: \$903,214.87**

**Term of prospective contract: Three Years**

**GRAND TOTAL: \$7,117,250.69**

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

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

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

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

See attached proposals and scopes of work for details.

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

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

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

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

EPA Region 6 Administrative Order Attached.

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

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

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

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

**Certified by:**



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

Apr 3, 2024

\_\_\_\_\_  
**Date**

**City Approval by:**



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

\_\_\_\_\_  
**Department Director, John Dupuis**

Apr 4, 2024

\_\_\_\_\_  
**Date**

*Marcos Martinez*

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

\_\_\_\_\_  
**City Attorney, Erin McSherry**

Apr 3, 2024

\_\_\_\_\_  
**Date**

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

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**City Manager, John Blair**

Apr 3, 2024

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**Date**

*Emily K. Oster*

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**Finance Director, Emily Oster**

Apr 4, 2024

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**Date**

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

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

**and the City of Santa Fe's website:**

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



## UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Region 6

### FINDINGS OF VIOLATION AND COMPLIANCE ORDER

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

#### STATUTORY AUTHORITY

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

#### FINDINGS

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

SECTION 309 (a)(3) COMPLIANCE ORDER

Ms. Mona Tates  
tates.mona@epa.gov

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

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

GENERAL PROVISIONS

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

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

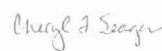
Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

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

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

March 4, 2024

Date



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

Cheryl T. Seager, Director  
Enforcement and  
Compliance Assurance Division



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

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

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

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

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

Price Agreement Number: 40-00000-23-00027

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

Term: October 6, 2023 - December 8, 2024

Date: March 19, 2024

*Lola Priest*

**Signature**

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



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

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

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

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

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Price Agreement Number: 40-00000-23-00027

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

Term: October 6, 2023 - December 8, 2024

Date: March 19, 2024

*Lola Priest*

Signature

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

# MOLZENCORBIN

March 20, 2024

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

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

Dear Mr. Dozier:

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

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

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

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

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

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

## **WILLINGNESS AND CAPABILITY**

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

Mr. Michael Dozier  
March 20, 2024  
Page 2

## **SCOPE OF SERVICES**

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

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

## **COMPENSATION**

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

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

- Research
- Design
- Construction Administration

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

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

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

Sincerely,

MOLZEN CORBIN



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

Enclosure

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

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

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

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

*Miscellaneous Expenses*

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



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

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

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

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

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

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

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

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

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

## **PHASE 1 – Site Visit and Gap Analysis**

### Site Visit

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

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

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

Evaluate current databases for completeness.

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

Evaluate and upgrade existing unit process performance measurement reports.

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

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

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

## **Phase 2 – Develop Pilot APEs**

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

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

Draft a Facility Operations and Maintenance Plan (Plan).

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

Draft an Annual Operating Plan (AOP).

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

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

## PRELIMINARY PROJECT APPROACH

The project objectives are provided below.

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

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

**Approved:**

---

Michael Dozier  
Wastewater Division Manager  
City of Santa Fe

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Date

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John Rehring  
Vice President  
Carollo Engineers, Inc.

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Date

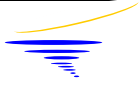
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Becky Luna  
Senior Vice President  
Carollo Engineers, Inc.

---

Date

## REVISED a WORK ORDER PRICING



**A.A.C. Construction, LLC**

**OWNER:** CITY OF SANTA FE SEWER DIVISION

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

**Owner's Rep.:** Michael Dozier

**CONTRACTOR:** A.A.C. Construction, LLC

**Date:** 3/19/2024

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

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

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

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

	Equipment Type	Rate Type	Rate	Qty	Total Cost
<b>EQUIPMENT:</b>	289 Mini Loader		85	640	\$54,400.00
	Excavator		160	150	\$24,000.00
	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
<b>TOTAL EQUIPMENT</b>					<b>\$979,150.00</b>

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

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

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_



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

March 19, 2024

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

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

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

**Exclusions**

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

Regards,  
Danny Burson  
Project Manager

<b>City of Santa Fe - Waste Water SCATA</b>
---

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
<b>Total Retail Cost</b>				<b>\$63,101.26</b>
<b>10% DISCOUNT</b>				<b>\$6,310.13</b>
<b>TOTAL</b>				<b>\$56,791.14</b>



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

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

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



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

March 18, 2024

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

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

Dear Mr. Dupuis:

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

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

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

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

## Scope of Work

### 1. Sampling and Regulatory Support

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

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

### 2. Communications Support

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **5. Provide an inventory of all PRWRF instrumentation**

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

#### **6. Develop a model for treatment operations**

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

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

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

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

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

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

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

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

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

## **Project Management**

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

## Schedule

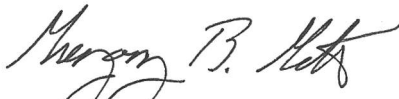
The work elements described under **Scope** are expected to be completed over the next 30 months, as needed and as directed by City staff. We are prepared to begin our work for the City immediately upon receipt of its written authorization to proceed.

## Compensation

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

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

Sincerely,



Greg Gates, PE  
Vice President



Charles S. Leder, PE  
Senior Associate

Accepted by City of Santa Fe Public Utilities Department

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: John Dupuis

Title: City of Santa Fe Public Utilities Director

## Attachment 1

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

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

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

**LABOR RATES FOR HAZEN AND SAWYER STAFF**

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

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

March 19, 2024

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

**Subject: Proposal for Aquasight APOLLO™ Intelligent Treatment Plant Solution**

Dear Mr. Dupuis,

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

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

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

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



Jonathan Hasson, PE

Vice President, Smart Water Solutions

Cc: Mahesh Lunani, CEO Aquasight



## SANTA FE PUBLIC UTILITIES

### PASEO REAL WATER RECLAMATION FACILITY PROCESS OPTIMIZATION PROJECT PROPOSAL

March 19, 2024

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#### BACKGROUND

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

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

## Appendix A: Background, Vision, Approach, and Scope

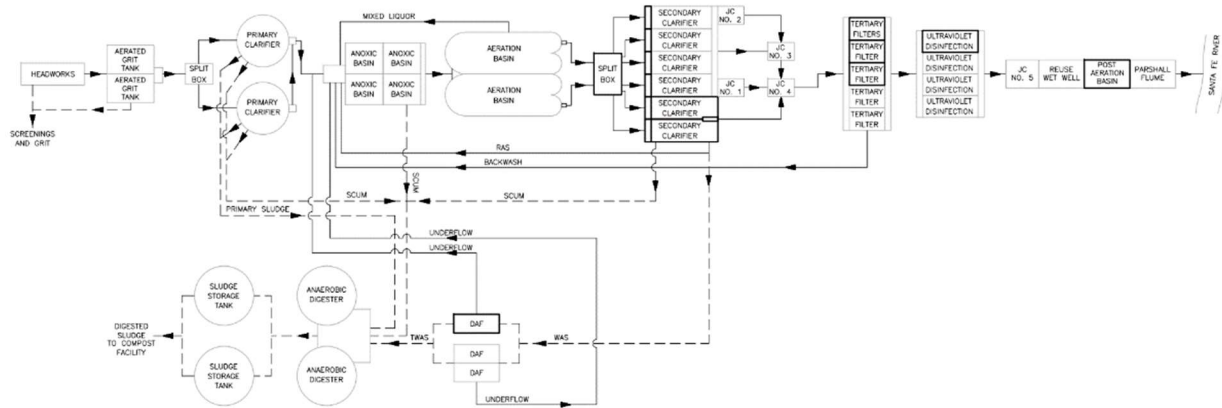


Figure 1: PRWRF Process Flow Diagram

### PROJECT GOALS & EXPECTED BENEFITS

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

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

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

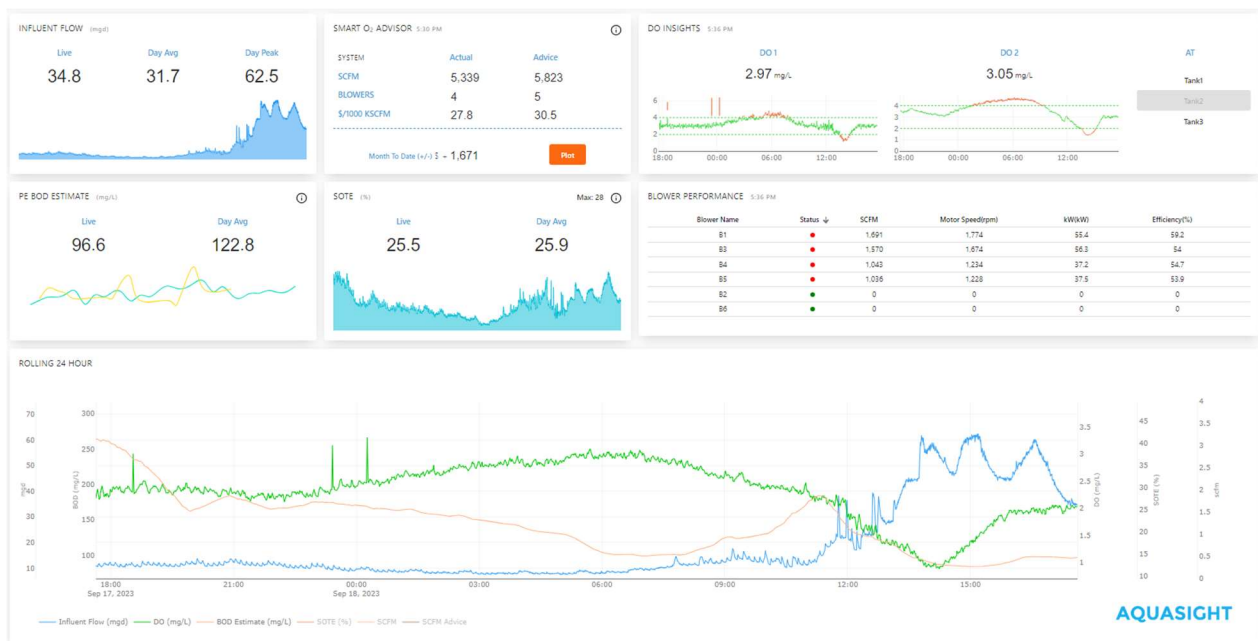
In pursuit of this vision, Aquasight's APOLLO™ software is proposed to assist the City of Santa Fe by:

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

## Appendix A: Background, Vision, Approach, and Scope

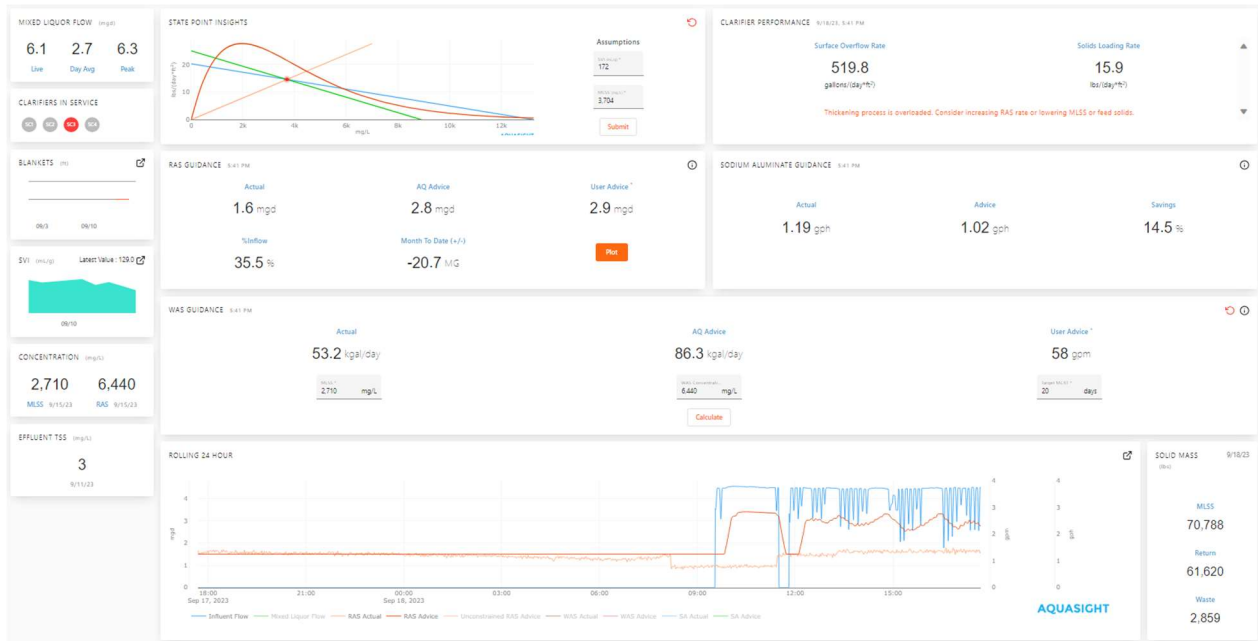
- Storing operator knowledge to de-risk operator churn and retirements.
- Providing management visibility through remote off-site access.
- Highlighting compliance risks while providing quick access to process data.
- Enabling predictive maintenance of aeration and disinfection equipment.
- Providing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

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



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

## Appendix A: Background, Vision, Approach, and Scope



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

### SCOPE OF WORK

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

**Table 1: Proposed APOLLO modules for PRWRF**

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

## Appendix A: Background, Vision, Approach, and Scope

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

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

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

**Task 0 – Project Management**

**Task 1 – Data Polling**

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

**Task 3 – Aeration Onboarding**

**Task 4 – Secondary Clarifier & RAS/WAS Pumping Onboarding**

**Task 5 – UV Disinfection/Chlorination/Dechlorination Onboarding**

**Task 6 – Default Module Configuration**

**Task 7 – Training and Adoption**

## Appendix B: Project Milestones, Timeline, and Deliverables

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

**Table 2: Project Delivery Calendar**

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

## **Appendix C: Required Participation from Santa Fe Public Works**

### **DATA REQUIREMENTS**

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

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

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

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

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

## Appendix D: Project Fee

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

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

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

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

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

The following activities are covered in the annual fee:

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

## Appendix D: Project Fee

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

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



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

**BUCKMAN DIRECT DIVERSION**

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

Dear Michael Dozier,

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

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

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

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

Regards,

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



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

<b>Project Location</b>
73 Paseo Real Santa Fe, NM, 87507

**Project Description and Overview**

**PROJECT DESCRIPTION**

Quoted as 28day cycle rental

Does not include applicable sales tax or services

**PROJECT OVERVIEW**

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

**STATEMENT OF WORK**

**RFR Responsibilities & Scope of Work**

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

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

**Reference Materials**

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

**Operating Parameters**

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

**Customer Responsibilities**

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

**Jobsite:**

Customer is responsible for:

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



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

**System:**

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

**Customer is responsible for:**

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

**Upon Pickup:**

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

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

**Project Scheduling & Billing**

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

**Estimated schedule durations:**

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

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



Rain For Rent  
Sales Rep: Kimbro Connell

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

apply subject to mutually agreed upon change order.

**Billing**

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

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

**Safety**

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



PROJECT COSTS	
Estimated Rental Total	\$21,159.93
Estimated Environmental Recovery Fees	\$687.70
<b>Total Estimated Recurring Charges</b>	<b>\$21,847.63</b>
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
<b>GRAND TOTAL</b>	<b>\$70,664.11</b>

-Estimated costs do not include taxes

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

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

Customer Name

Customer Signature

Date

### Proposal Acknowledgement

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

PO Number: \_\_\_\_\_

### Rental Protection Plan

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

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

INITIAL

Created Date: 3/20/2024



### Quote Agreement

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

### Rental Protection Plan Program Agreement

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











# Emergency Determination Form WW AO Support

Final Audit Report

2024-04-04


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

## "Emergency Determination Form WW AO Support" History


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

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

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

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

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

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

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

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

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

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

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

 Agreement completed.

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

**Date:** September 12, 2024

**To:** Mayor Alan Webber and Governing Body

**Via:** John Dupuis, Director, Public Works

**From:** Steve Walker, Program Manager, Wastewater Emergency Procurement

**Subject:** Paseo Real Water Reclamation Facility Emergency Determination and Administrative Order Response

**Vendor Name:** AquaSight LLC

**Vendor Number:** 10422

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**ITEM AND ISSUE:**

The Public Works Department respectfully request your review and approval of this emergency determination and administrative order response for software services provided by AquaSight LLC. We request for the approval of this professional services contract in the total amount not to exceed \$350,000.00 for software services over a period of three years from the date of final signature. AquaSight LLC will provide this service for the Public Works Department, Wastewater Division, Paseo Real Wastewater Reclamation Facility. (J. Steven Walker, [jswalker@santafenm.gov](mailto:jswalker@santafenm.gov), 5052509883.)

**Action Requested:** Request approval of the contract with AquaSight LLC. in the amount of \$350,000.00.

**BACKGROUND AND SUMMARY:**

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

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

within the shortest possible time, averts unnecessary enforcement escalation, and begins to restore the trust of the public and our regulators.

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

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

Below is a list of the contractors that as of 4 April 2024 had provided a proposal/scope of work, the amount of the prospective contract, and the term of the prospective contract that, once authorized, would be negotiated, and executed as quickly as possible.

- A. Name of Contractor: AquaSight**  
**Amount of prospective contract: \$350,000.00**  
**Term of prospective contract: Three years**
  
- B. Name of Contractor: Great Western Electrical**  
**Amount of prospective contract: \$155,690.08**  
**Term of prospective contract: One year**
  
- C. Name of Contractor: Carollo Engineers, Inc.**  
**Amount of prospective contract: \$60,000.00**  
**Term of prospective contract: One year**

- D. Name of Contractor: ITSQUEST Staffing**  
**Amount of prospective contract: \$264,463.70**  
**Term of prospective contract: One year and two months**
  
- E. Name of Contractor: Hazen and Sawyer**  
**Amount of prospective contract: \$2,718,000.00**  
**Term of prospective contract: 2.5 years**
  
- F. Name of Contractor: A.A.C. Construction, LLC**  
**Amount of prospective contract: \$2,465,837.04**  
**Term of prospective contract: Two Years**
  
- G. Name of Contractor: Molzen Corbin**  
**Amount of prospective contract: \$180,000.00**  
**Term of prospective contract: Two Years**
  
- H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)**  
**Amount of prospective contract: \$1,000,000**  
**Term of prospective contract: Three Years**

The current total prospective contract amount was \$7,226,496.28. The total budget amount requested on 4 April, 2024 was \$8,000,000. Due to the critical nature of the funding and schedule for completion of the projects, the Public Utilities Department requested authorization to the City Manager to negotiate and execute all necessary contracts and purchase orders to expedite project initiation. Once a contract was executed, the results were reported to the Governing Body.

**PROCUREMENT METHOD: Emergency**

**Chief Procurement Officer Approval:** *Stan J. [Signature]* **Date:** Oct 8, 2024

**Comment/Exceptions:** Emergency determination on file

**Supporting Information:**

The FY25 Munis contract number is 3250176

**\$\$\$\$\$ SOURCE/REVENUE:** Expense Revenue

The funding source is:

**Fund Name/Number:** WW Entrprs/Fund 500  
**Munis Org Name/Number:** CIP-5000375  
**Munis Object Name/Number:** WIP Const/572970

**If the project is grant funded? List grant award number:** n/a

**Grant Manager / Accounting Officer Approval:** n/a **Date:** \_\_\_\_\_

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

Project Ledger #: \_\_\_\_\_

Budget Officer Approval: Andy Hopkins Date: Oct 7, 2024

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

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):**

Yes |  No

# (if known): \_\_\_\_\_

**Repair or Replacement of Existing Equipment:**

Yes |  No

If yes ->  Repair |  Replacement

Please explain: \_\_\_\_\_

**Capital Project:**

(New and improvement projects that are going to cost \$10,000 or more)

Yes |  No

Project Ledger #: WWM245002

Anticipated length of project: Three Years

Asset Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Department Approvals:**

IT Components:  Yes |  No

Vehicles:  Yes |  No

Facilities, Furniture, Fixtures, Equipment:  Yes |  No

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

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

**Comment & Exceptions:**

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**Department Contract Administrator Contact Info:** Linda McAllister,  
lmmacallister@santafenm.gov , 505-577-6731

**ATTACHMENTS:**

Administrative Order, Vendor's Quote, Santa Fe Business License, Certificate of Liability Insurance, Professional/General Services Contract, Horizons declination, and Emergency Determination

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Aquasight LLC.**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

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

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall perform all the work required by this contract and any amendments thereof to build upon the improvements initiated by the City in April 2023. The emergency procurement, this request for authorization, and accompanying Budget Adjustment Request (BAR) established by the City respond to the requirement that the City eliminate violations identified by the EPA and NMED within the shortest possible time. These actions by the City, included as part of a comprehensive plan, will demonstrate the City’s commitment to complete this project within the shortest possible time in the most efficient way possible.

The Contractor’s scope of work includes support to the City for specific comprehensive plan items #6, #7, and #8 as noted below. The City’s comprehensive plan focuses on improving current data collection, regulatory compliance, operational knowledge management / transfer, and management practices at the Paseo Real Water Reclamation Facility (PRWRF), combined with selective capital improvements to existing PRWRF facilities.

The City’s comprehensive plan is broken down into the following ten (10) steps, of which the Contractor is providing support only for items #6, #7, and #8 (other items noted are by others):

1. Provide sampling and regulatory support to ensure compliance with existing permits.
2. Support the City’s external communications and regularly established

weekly updates to improve communication with Regulators.

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

The Contractor's scope of work includes support only for plan items #6, #7, and #8 above. Other noted items are not applicable to the Contractor's work nor to this Scope of Work.

The Contractor's Scope of work will incorporate the following general tasks:

The City of Santa Fe Public Utilities Department 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.

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.

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.

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

See Exhibit A for details of the Scope of Work

## **2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Engineering and Operational Support for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

### 3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed three hundred and fifty thousand dollars (\$350,000.00), excluding gross receipts tax. **The total amount payable to the Contractor under this Contract, excluding gross receipts tax, shall not exceed three hundred and fifty thousand dollars (\$350,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

**F. Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

#### 4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **three (3) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

#### 5. Termination

A. Grounds. The City may terminate this Agreement 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 Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.

#### 6. Appropriations

The terms of this Contract 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 Governing Body, this Contract shall terminate immediately 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.

#### 7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

**8. 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.

**9. 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.

**10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

**11. 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 the prior written approval of the City.

**12. Product of Service -- Copyright**

Any product that is developed by Aquasight remains the property of Aquasight. The City only has the license to use these products for the agreed duration under the terms of the Aquasight Subscription Agreement incorporated herein to this contract. This includes any editions/deletions/ modifications done to the Aquasight product.

**13. Conflict of Interest; Governmental Conduct Act**

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.

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 Article 12 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 Article 12 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 Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

#### **14. Amendment**

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

B. If the 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 Article 4 herein, or to agree to the reduced funding.

#### **15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

#### **16. Merger**

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

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

#### **17. Penalties for violation of law**

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 illegal bribes, gratuities, and kickbacks.

#### **18. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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.

#### **19. 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.

## **20. 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.

## **21. Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

## **22. Other Insurance**

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

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

B. **Broader Coverage and Limits.** 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.

## **23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

**24. Indemnification**

The Contractor shall defend, indemnify and hold harmless the City from actions, proceeding, claims, demands, costs, damages, attorneys’ fees and other liabilities and expenses which may arise out of the performance of this Contract, caused by the intentional negligent act or failure to act of the Contractor when notified within five (5) business days, its officers, employees, servants, subcontractors or agents, or if caused by the actions the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City. The City shall indemnify, defend, and hold harmless the Contractor in the same manner, and to the same extent, as the Contractor is required to indemnify, defend, and hold harmless the City pursuant to the terms and conditions set forth in this Contract.

The Cause of action must be brought in the duration of the contract. Damages are limited to the fees paid by the City to the Contractor in the twelve (12) full calendar months immediately preceding the month in which the event giving rise to the claim occurred.

**25. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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.

**26. 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.

**27. 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.

**28. Notices**

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:  
City of Santa Fe  
Attn: P. Fred Heerbrandt, P.E.  
505-955-4623  
pfheerbrandt@santafenm.gov

To the Contractor:  
Jonathan Hasson  
1650 W. Big Beaver Road  
Troy, MI 48084  
info@aquasight.io

**29. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

**30. Non-Collusion**

In signing this Agreement, 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's Chief Procurement Officer.

**31. Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

**32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**33. Default and Force Majeure**


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


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

CITY OF SANTA FE:

CONTRACTOR:

Aquasight

  
Alan Webber (Nov 4, 2024 17:34 MST)

  
Jonathan K. Hasson (Aug 29, 2024 15:49 CDT)

ALAN WEBBER, MAYOR

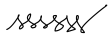
JONATHAN HASSON, VICE PRESIDENT

DATE: Aug 29, 2024

CRS#: 03666147003

Registration #: \_\_\_\_\_

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 10/30/2024

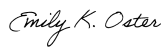
XIV

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Aug 29, 2024 14:52 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

**Attachment A**  
**Scope of Work**

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**SANTA FE PUBLIC UTILITIES**

**PASEO REAL WATER RECLAMATION FACILITY PROCESS OPTIMIZATION  
PROJECT PROPOSAL**

**March 27, 2024**

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1. Name: **City of Santa Fe NM  
Public Works Department  
200 Lincoln Avenue  
Santa Fe, New Mexico 87501**
  
2. Aquasight Solution: **APOLLO 6.0 or higher for Paseo Real  
Water Reclamation Facility**
  
3. Term: **3 Years**
  
4. Fees:  

On-boarding Fee:	<b>\$200,000</b>
Annual Fee:	<b>\$50,000</b>
  
5. Payment Terms:
  - On-boarding fee invoiced in monthly installments during on-boarding period, beginning from the date of Notice to Proceed, for the first six (6) months as noted:
    - \$50,000 for the first month
    - \$33,750/month for the next four (4) consecutive onboarding months
    - Final on-boarding fee of \$15,000 invoiced upon completion of On-Boarding process (month 6 billing).
  - Annual fee will begin from the date of the Notice to Proceed and will be invoiced in equal annual payments of \$50,000 at the beginning of each subscription year for the use of APOLLO Software technology.
  - Payment terms are Net 30 days.

6. Other terms and conditions:

- On-boarding fee includes scope, deliverables, timelines described in Appendix A and B.
- On-boarding fee includes up to one client “face-to-face” visit and up to nine “virtual” project status and production meetings during the project.
- Santa Fe PWD shall provide access to equipment tags, basis of design information for the major unit operations, applicable standard operating procedures, and access to Santa Fe PWD plant operators and other specialists as outlined in Appendix C.
- Santa Fe PWD shall inform Aquasight if tag names are changed, and database connections are reconfigured for any reason.
- Data quality is the responsibility of the Santa Fe PWD, but Aquasight, however, shall provide quality control for all information and data analytics that they provide.
- Santa Fe PWD shall provide access to a computer that is on the network where source data is available with an internet connection.
- Data extraction from source system is assuming industry standard data formats and readable technologies.
- If work is performed outside of scope defined in Appendix B, then there will be additional costs charged at an hourly rate of \$250/hour.
- Any delay with requested information can cause delays in timelines.
- This agreement is valid for up to fifty users, and they must have a Santa Fe PWD E-Mail ID.
- Annual fee covers the scope of services as defined in Appendix D.
- This order form is entered in accordance with and is governed by the Terms and Conditions of Use available at <http://aquasight.io/Aquasight-sa-61616.pdf>.

Acknowledged and Accepted by:

---

Signature

---

Name, Title, Date

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# SANTA FE PUBLIC UTILITIES

## PASEO REAL WATER RECLAMATION FACILITY PROCESS OPTIMIZATION PROJECT PROPOSAL

March 27, 2024

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### BACKGROUND

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

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



## Appendix A: Background, Vision, Approach, and Scope

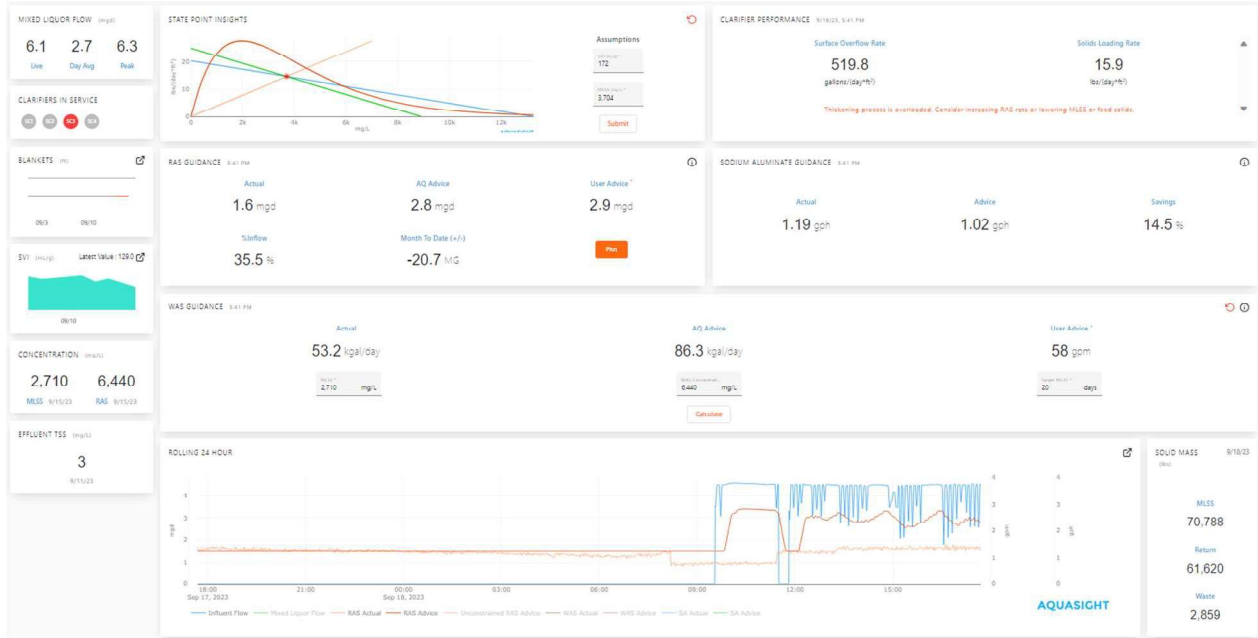
- Storing operator knowledge to de-risk operator churn and retirements.
- Providing management visibility through remote off-site access.
- Highlighting compliance risks while providing quick access to process data.
- Enabling predictive maintenance of aeration and disinfection equipment.
- Providing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

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



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

## Appendix A: Background, Vision, Approach, and Scope



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

### SCOPE OF WORK

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

**Table 1: Proposed APOLLO modules for PRWRF**

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

## Appendix A: Background, Vision, Approach, and Scope

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

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

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

**Task 0 – Project Management**

**Task 1 – Data Polling**

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

**Task 3 – Aeration Onboarding**

**Task 4 – Secondary Clarifier & RAS/WAS Pumping Onboarding**

**Task 5 – UV Disinfection/Chlorination/Dechlorination Onboarding**

**Task 6 – Default Module Configuration**

**Task 7 – Training and Adoption**

## Appendix B: Project Milestones, Timeline, and Deliverables

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

*Table 2: Project Delivery Calendar*

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

## Appendix C: Required Participation from Santa Fe Public Works

### DATA REQUIREMENTS

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

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

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

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

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

## Appendix D: Project Fee

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

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

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

The project billing schedule shall be as noted on the page 1 of the Order Form, and shall have the basic invoice timing noted below:

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

The following activities are covered in the annual fee:

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

## Appendix D: Project Fee

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

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

# AQUASIGHT

## AQUASIGHT SUBSCRIPTION AGREEMENT

**This Aquasight Subscription Agreement (“Agreement”) is a binding legal contract between your employer or other entity on whose behalf you accept the terms of this Agreement (Customer) and Aquasight, LLC (Aquasight). By accessing or using the Software or Services, as defined below, Customer will be bound by the terms of this Agreement. Additionally, by accepting the terms of this Agreement you agree to be bound individually to the use restrictions and limitations, and confidentiality obligations set forth in this Agreement.**

**A. DEFINITIONS.** Defined terms, as used in this Agreement, have the meanings set forth in this Section, elsewhere in the body of this Agreement, in exhibits and in any other attachment to this Agreement.

1. “Data” means information, content and other data that may be exchanged electronically between Customer and Aquasight.

2. “Documentation” means the user manuals and/or technical publications as applicable, supplied in connection with Software relating to the installation, use and administration of Software.

3. “Services” means on-boarding, implementation, initial deployment, maintenance, administration, subscription, technical, training, consulting, support and other professional services provided in connection with or otherwise associated with Software as described in an Order Form.

4. “Software” means the proprietary software and platform employed by Aquasight to deliver Services and its associated technology (if applicable), and any modified versions and copies of, and upgrades, updates and additions to Software, provided to Customer by Aquasight, including Software and access thereto provided on a Software as a Service (SaaS) basis.

**B. LICENSE GRANT AND PROVIDER RESPONSIBILITIES**

1. *Hosting and Software Services.* Aquasight agrees to provide the hosting services described herein and as may be set forth in more detail in the applicable Order Form, including the right of Customer to access, view, download, transmit and use all data transmitted by Customer or Customer’s systems and facilities to Aquasight (“Customer Data”) hosted by Aquasight. Aquasight hereby grants Customer a non-exclusive, non-transferable, worldwide right to use and access the Software solely for Customer’s own internal business purposes, subject to the terms and conditions of this Agreement and provided that all fees due and payable under this Agreement have been paid by Customer to Aquasight. Only employees of Customer properly authorized by Customer for the performance of their job responsibility

("Authorized Users") for Customer shall be entitled to access and use the Software. Only the number of Authorized Users indicated on the Order Form are permitted to access and use the Software. The Software may be hosted on hardware owned, operated and managed by Aquasight's third party service providers. Upon Customer's request, Aquasight shall provide reasonable information to Customer with respect to Aquasight's third party hosting services provider. Aquasight shall have the right to modify the Software in its sole discretion, provided that Aquasight shall not materially diminish the performance or functionality of the Software without Customer's prior written consent.

2. *Data Security.* Aquasight will maintain and enforce information and data privacy and security procedures with respect to its access, use and storage of all Customer Data that (a) are at least equal to industry standards taking into consideration the sensitivity of the relevant Customer Data, (b) comply with all applicable international, foreign, federal, state and local laws, statutes, rules, orders and regulations, and (c) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of Customer Data.

### C. CUSTOMER RESPONSIBILITIES

1. *Compliance with Laws.* Customer is responsible for all activity occurring under any applicable user accounts and Customer shall abide by all applicable local, state, federal and foreign laws, treaties and regulations in connection with Customer's use of the Services and Software, including those related to data privacy, international communications and the transmission of technical or personal data.

2. *Customer Data.* Customer is solely responsible for the quality of the data transmitted to Aquasight or otherwise processed by the Software. Customer acknowledges that the quality of the results and analytics provided by the Software is a function of the quality of Customer's data, and that inaccurate or erroneous data can lead to inaccurate or erroneous results. Aquasight cannot and does not guarantee the quality of any data provided by Customer. Aquasight retains real-time collected data for a period of one year, and all analyzed data results for the life of the Subscription Term.

3. *Customer Equipment and Connectivity.* Customer is solely responsible for the equipment used by Customer in connection with the Software, including without limitation the calibration of all sensors and equipment data being collected, and Customer's connectivity to the Aquasight system and Software. Aquasight will not be liable or responsible for any delays, inaccuracies or unavailable resulting from a disruption or interruption of connectivity and data communication to the Aquasight system and Software.

4. *Use of the Software and Results.* Customer acknowledges and agrees (a) it will verify and validate with its engineering staff any changes that Customer proposes to make to its systems or facilities based on intelligence from the Aquasight system and Software, and (b) the Aquasight system and Software does not control Customer's systems or facilities, but rather

assist Customer with the efficiencies associated with the operation of Customer's system and facilities.

5. *Design Information and Configuration.* Customer acknowledges and agrees that the Aquasight system and Software are configured based on the preliminary design information provided by Customer. In the event of any changes or modifications to the design information relating to Customer's systems or facilities, Customer will promptly notify Aquasight of such changes or modifications. Aquasight will adapt the configuration of the Aquasight system and Software to the new design conditions pursuant to a separate Statement of Work to be mutually agreed to by the parties.

6. *License to Use Customer Data.* Customer grants Aquasight (i) a non-exclusive, non-transferable (except as permitted herein), royalty-free, perpetual and fully paid license to use, reproduce, modify and transmit Data provided by Customer for the purpose of performing the Services, and (ii) a non-exclusive, non-transferable (except as permitted herein), perpetual, royalty-free, fully-paid license to use, reproduce, display, modify, create derivative works of, disclose and distribute any usage data derived by Aquasight from the provision of Services to Customer ("Usage Data") for the purpose of performing the Services and providing the Software listed in the applicable Order Form, including improving Software and the Services, provided that the Usage Data is disclosed in an aggregate form.

#### **D. TERM AND TERMINATION**

1. *Term.* The initial subscription term of this Agreement shall commence as of the date set forth on the applicable Order Form and shall continue for the Subscription Term set forth in the applicable Order Form (the "Initial Subscription Term"). Thereafter, this Agreement shall automatically renew for successive renewal terms of one (1) year each unless: (i) either Party provides written notice of its intention not to renew at least 90 calendar days prior to the expiration of the then-current term; or (ii) the Agreement is terminated in accordance with this Section D.

2. *Termination for Breach.* Either Party may terminate this Agreement with thirty (30) calendar days prior written notice in the event that the other Party has failed to comply with any material term, condition, or obligation of this Agreement, and such Party subsequently has failed to remedy the default within thirty (30) calendar days after notice of the default by the non-defaulting Party.

3. *Effect of Termination.* Promptly upon termination or expiration of this Agreement for any reason, Customer shall cease using and accessing the Software. Termination of this Agreement shall be in addition to and not in limitation of any other rights and remedies to which either Party is or may become entitled. In the event of termination or expiration of this Agreement for any reason, Aquasight will provide Customer Data to Customer pursuant to a separate Statement of Work to be mutually agreed to by the parties. Aquasight will retain a copy of Customer Data (real-time data) for a period of one year after termination or expiration

of this Agreement. After the expiration of the one year period, Aquasight shall have the right to delete and destroy all Customer Data without notice to Customer.

#### **E. FEES AND CHARGES**

1. *Fees.* Customer shall pay all fees or charges in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. The initial fees and charges, and the applicable fees for renewal terms are described in the applicable Order Form. Unless otherwise agreed in writing by the parties, all fees and charges are due and payable thirty (30) days after receipt of invoice by Customer. Aquasight shall be entitled to charge interest on overdue unpaid fees due hereunder at the rate of the lesser of (a) 12% per year or (b) the highest amount permitted by applicable law.

2. *Taxes.* Customer agrees to pay any sales, value-added, or other similar taxes imposed by applicable law that Aquasight must pay based on Software or the Services, except for taxes based on Aquasight's income. Fees listed in the applicable Order Form are exclusive of taxes. Notwithstanding the foregoing, if Customer is exempt from the payment of such taxes, Customer shall provide Aquasight with documentary proof of exemption issued by the appropriate taxing authorities.

#### **F. OWNERSHIP**

1. *Aquasight IP.* All right, title and interest in and to Software and all portions thereof, including the look and feel of the Software, visualizations displayed by the Software, and all other intellectual property rights therein, are and shall remain with Aquasight and its suppliers. Customer understands and agrees that all intellectual property rights, and all rights incident thereto, are and shall remain in Aquasight including all applicable rights to: (i) copyrights, including all rights incident to copyright ownership, such as all rights of publication, registration and rights to create derivative works; (ii) patents; (iii) trademarks; and (iv) trade secrets (including all know-how, ideas, logic, formulas and confidential information embodied in or reflected in Software).

2. *Customer IP.* All right, title and interest in and to Data provided by Customer, and all related information provided to and accessed by Aquasight, including all intellectual property rights therein, are and shall remain with Customer.

#### **G. WARRANTY AND LIMITATION OF LIABILITY**

1. *Legal Authority.* Each Party represents and warrants to the other Party that: (i) such Party is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation; (ii) such Party has the full and unrestricted power and authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby; and (iii) the performance of such Party's obligations and duties hereunder does not and shall not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.

2. *Customer Data.* Customer represents and warrants that it is the right and authority to provide all Customer Data and software to be hosted by Aquasight hereunder, and that all such Customer Data and software shall be free from viruses, spyware, and other similar harmful and destructive code.

3. *Disclaimer.* EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE AND THE SERVICES ARE PROVIDED TO CUSTOMER IN THEIR THEN-EXISTING CONDITION, AS IS, WHERE IS AND WITH ALL FAULTS. EXCEPT FOR THE FOREGOING LIMITED WARRANTIES, PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR ANY SERVICES WILL BE SECURE, UNINTERRUPTED, OR ERROR FREE, OR MEET CUSTOMER'S EXPECTATIONS, THAT ANY STORED DATA WILL BE ACCURATE OR COMPLETE, OR THAT ANY ERRORS OR DEFECTS IN SOFTWARE WILL BE CORRECTED.

4. *Limitation of Liability.* NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, LOST REVENUES OR OPPORTUNITIES, DOWNTIME, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES OR COSTS, RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF EITHER OR BOTH OF THEM KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID BY CUSTOMER TO PROVIDER IN THE SIX (6) FULL CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS UPON THE TYPES AND AMOUNTS OF EACH PARTY'S LIABILITY, AND THE EXCLUSIONS OF CERTAIN TYPES OF DAMAGES, SET FORTH IN THE THIS SECTION, SHALL NOT APPLY TO THE FOLLOWING DAMAGES RESULTING FROM CUSTOMER'S USE IN VIOLATION OF THE LICENSE AND USAGE RESTRICTIONS SET FORTH HEREIN (E.G., SECTION B(1)), OR CUSTOMER'S BREACH OF SECTION F (OWNERSHIP).

#### H. **MISCELLANEOUS**

1. *Governing Law; Venue; Severability.* This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Michigan without reference to conflicts of law principles. The Parties agree that the exclusive jurisdiction of any actions arising out of, relating to, or in any way connected with this Agreement, shall be in the state or federal courts, as applicable, located in Oakland County, Michigan. In the event that one or more of the provisions herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired.

2. *Assignment.* Customer shall not assign this Agreement or any rights or obligations hereunder, without the express written consent of Aquasight, which consent shall

not be unreasonably withheld. Any assignment or transfer in violation of the foregoing will be null and void. Aquasight reserves the right to assign this Agreement to any affiliate or any entity in connection with the sale, combination, or transfer of all or substantially all of the assets or capital stock or from any other corporate form of reorganization by or of Aquasight. Subject to all of the terms and conditions hereof, this Agreement inures to the benefit of and is binding upon the Parties hereto and their successors and assigns.

3. *Force Majeure.* Any delays in or failure of performance of either Party to this Agreement shall not constitute a default under this Agreement or give rise to any claim for damages to the extent such delays or failure of performance are caused by a force majeure event, including acts of god, fire, flood, explosion, war, terrorism, strikes, or other concerted work stoppages of labor, inability to obtain raw material, equipment or transportation, breakage or failure of equipment or apparatus, or loss of any necessary utility. The time for performance so delayed will be deemed extended for the period of such delay; provided that, in the event the delay extends beyond 30 calendar days, the other Party shall be entitled to terminate this Agreement for cause.

4. *Waiver.* The failure to enforce or the waiver by either Party of one default or breach of the other Party shall not be considered to be a waiver of any subsequent default or breach.

5. *Entire Agreement.* This Agreement, and each schedule and exhibit hereto, together constitute the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and oral agreements with respect to the subject matter. No modification of this Agreement shall be binding on either Party unless it is in writing and signed by both Parties. In the event of any conflict or inconsistency between this Agreement and any schedule or exhibit, the terms and conditions of this Agreement shall prevail.



## Services Offered to the City of Santa Fe (9.2023)

### Approved:

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

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

### Permissive:

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2024

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

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

<b>PRODUCER</b> VTC Insurance Group 37000 Grand River Ave Ste 150  Farmington Hills MI 48335	<b>CONTACT NAME:</b> Connie Skocen <b>PHONE (A/C No. Ext):</b> (248) 471-0970 <b>E-MAIL ADDRESS:</b> cskocen@vtcins.com	<b>FAX (A/C No):</b> (248) 471-0641
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Aquasight LLC 1650 W Big Beaver Rd, Ste 101  Troy MI 48084	<b>INSURER A:</b> Travelers Casualty Ins.Co. of America	<b>NAIC #</b> 19046
	<b>INSURER B:</b> Travelers Prop. Cas.Co. Of Ame	<b>25674</b>
	<b>INSURER C:</b> Travelers Indemnity Company of CT	<b>25682</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 23-24 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	6804G174764	10/20/2023	10/20/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6804G174764	10/20/2023	10/20/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP0H824118	10/20/2023	10/20/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB5J975661	10/15/2023	10/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<b>Cyber First (claims-made)</b> (including ISL-3rd party)			6804G174764	10/20/2023	10/20/2024	Aggregate	\$2,000,000
							Each Wrongful Act	\$2,000,000

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

Where required by written contract, City of Santa Fe, their officials, officers, employees, and agents are additional insured's on the General Liability policy with respect to ongoing and completed operations performed by the named insured. Where required by written contract, additional insured coverage provided under the General Liability and Umbrella applies on a primary and noncontributory basis. General Liability, Auto & Work Comp includes waiver of subrogation on behalf of the additional insured as required by written contract and where allowed by law.

**CERTIFICATE HOLDER**

jswalker@santafenm.gov

City of Santa Fe  
200 Linclon Avenue  
Santa Fe, NM 87501

**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

Jeffrey Hamlin/CCS

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ACORD 25 (2014/01)

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INS025 (201401)











# 3250176 Aquasight packet EMERGENCY

Final Audit Report

2024-10-14

Created:	2024-10-07
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgd6H8MShyuwUbltPD-sLziP0m2Usl7RH

## "3250176 Aquasight packet EMERGENCY" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)  
2024-10-07 - 8:23:58 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature  
2024-10-07 - 8:32:42 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2024-10-07 - 9:26:19 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2024-10-07 - 9:26:48 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2024-10-07 - 9:26:52 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2024-10-07 - 10:07:06 PM GMT- IP address: 63.232.20.2
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2024-10-08 - 5:20:35 PM GMT- IP address: 63.232.20.2
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)  
Signature Date: 2024-10-08 - 5:37:11 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2024-10-08 - 5:37:16 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2024-10-11 - 2:44:43 PM GMT- IP address: 104.47.65.254




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

2024-10-14 - 2:22:48 PM GMT- IP address: 174.215.25.49

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

Signature Date: 2024-10-14 - 2:26:38 PM GMT - Time Source: server- IP address: 174.215.25.49

 Agreement completed.

2024-10-14 - 2:26:38 PM GMT