

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

DAF System Polymer Feed Equipment

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **TW Associates, LLC/dba MISCOwater**, herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **TW Associates, LLC/dba MISCOwater** . "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. Scope of Work

The Contractor shall perform the following work:

A. Contractor shall supply and install (2) two Polymer Chemical feed systems for the Dissolved Air Flootation (DAF) thickening system at the Paseo Real Wastewater Reclamation Facility (PRWRF). The scope of supply includes all labor and materials required to install and start-up the two new polymer feed units. The Polymer Dosing System shall be a UGSI Polyblend M-series.

1) Each skid mounted polymer feed system shall include all labor and materials necessary for the supply and installation of the two units, including:

- a. Submittals and Owner and Maintenance (O&M) Manuals
- b. Freight to site
- c. The Warranty will at least be for a period of twelve (12) months from the date of final acceptance of the installation by the Engineer at the WWTP.
- d. Site measurements to ensure proper installation
- e. Placement and installation of two polymer blending skids at PRWWTP.

- f. Piping connections including any necessary fittings to connect to polymer, water, and discharge solution piping to existing water, polymer, and solution PVC piping. All new pipe and fittings shall be Sch 80 PVC to match the existing piping material
- g. The polymer skids shall be provided with a standard 120V electrical cord which will be connected to existing power outlets on the wall.

POLYMER DOSING SYSTEM FOR LIQUID POLYMER

- A. System shall be designed for the preparation, aging, and dosing of up to 240 GPH of polymer solution having an active polymer concentration between 0.05 and 0.25 %. The actual size of the polymer system depends on the specified type of sludge, maximum capacity, and polymer consumption.
- B. The polymer station shall be self-contained with pumps, piping, fittings, and accessories, and shall be factory assembled and tested to eliminate field assembly work and therefore to minimize installation and start up time. The frame shall be 304 stainless steel and the piping SCH. 80 PVC.
- C. Multi-Zone Mixing Chamber.
 - 1) Polymer and water shall be mixed in a chamber designed to create sufficient mixing energy.
 - a. High shear zone of the mixing chamber shall have a mechanical mixing impeller for successful initial activation and the low shear zone shall not have a mixing impeller to avoid damaging polymer molecules.
 - b. Solution shall undergo a tapered mixing intensity slope as it exits the initial high shear zone and passes through a second low shear zone, isolated by a baffle.
 - c. The design shall have primary mixing and post-dilution to maximize the value of breaker surfactant present in emulsion polymer, as per the AWWA Standard for Polyacrylamide (ANSI/A WWA B453-06).
 - d. Polymer activation efficiency shall be consistent over the dilution water range.
 - 2) Mixing chamber shall be transparent to allow viewing of mixing intensity. Opaque mixing chambers shall not be accepted.
 - 3) Impeller shall be driven by a ½ HP washdown duty motor.
 - a. Motor shall be 115/230V, 1 Ph, 60 Hz
 - b. Motor shall be TEFC.
 - c. Impeller speed shall be 3450 rpm, minimum.
 - d. Motor shall be direct-coupled to impeller shaft.

4) Mixing chamber shall include a stainless steel injection check valve.

5) In order to quantify the mixing intensity in the mix chamber, the applied horsepower shall be defined by measuring the difference in torque when the mix chamber is empty versus being full of water. This value shall be the basis of determining the mixing intensity defined as "G" value.

6) The G-value in the high shear mixing zone shall exceed $14,000 \text{ sec}^{-1}$ to effectively disperse polymer gels to prevent fisheye formation.

7) The G-value in the low shear mixing zone shall be lowered to $3,500 \text{ sec}^{-1}$ to avoid damaging polymer chains.

D. Dilution Water Control

1) Contractor shall provide a potable water connection for the dilution of the polymer in the polymer tank. The water piping to the polymer blend system shall include a minimum $\frac{3}{4}$ " inlet (NPT female).

2) Dilution water shall be split into two streams.

a. Primary water shall supply the mixing chamber.

b. Secondary water flow shall be used to post-dilute the activated polymer stream.

c. These two streams shall be completely blended by a static mixer prior to exiting the unit.

3) Unit shall have an electric solenoid valve for on/off control of total dilution water flow.

4) Flow indicators and flow control valves shall be provided for each dilution water stream.

5) Dilution water and solution output connections shall include 304 stainless steel unions connected to the chassis.

E. Neat Polymer Metering Pump

1) Pump shall be Seepex 2.0 GPH, progressive cavity pump.

2) Rotor shall be 316 stainless steel.

3) Stator shall be Viton.

4) Pump shall have mechanical seal.

5) Pump shall be driven by $\frac{1}{2}$ HP, AC motor.

F. Control Panel: Skid mounted NEMA 4X FRP enclosure, 120 VAC, 60 Hz, 1 PH service.

1) Operator interface – discrete selector switch (system ON/OFF/REMOTE); constant speed mechanical mixer; pump stroke frequency display, pump flow rate display.

- 2) Status / Alarm indicators: system running indication; LCD display of metering pump rate (on metering pump); low pressure switch alarm
 - 3) Inputs: remote start / stop (discrete dry contact); pacing signal from main control panel (4-20mA)
 - 4) Outputs: system running (discrete dry contact); remote mode (discrete dry contact); low flow alarm (discrete dry contact)
- J. The pressure side of the polymer system shall be connected through a minimum 3/4" diameter PVC pipeline with a static mixer.
- K. The Polymer Dosing System shall be a UGSI Polyblend M-series.

3. **Compensation**

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

2 - UGSI Polyblend M-series, Polymer Dosing System	\$55,950.00
Installation of Two Polymer Dosing Systems	\$14,000.00
NMGRT	\$ 1,163.75
Total	\$71,113.75

4. **Payment Provisions**

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

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the

Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. 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) Except as otherwise provided in Paragraphs 7.A and 17, 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 17, "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.

8. 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

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

10. Assignment

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

11. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve

the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an

amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

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

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

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

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

22. **Scope of Agreement; Merger**

This Agreement 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 Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2. By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination

for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

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

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

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

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

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

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, 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 Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the

City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

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

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing;
or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

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

39. Disclosure Regarding Responsibility

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the

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

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

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

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

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

41. **Notification**

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

To the City:

P. Fred Heerbrandt, P.E.
73 Paseo Real
Santa Fe, NM 87507
505-955-4623
pfheerbrandt@santafenm.gov

To the Contractor:

Nick Lucas
TW Associates
dba MISCO Water
651 Corporate Circle #100
Golden, CO 80401
720-526-7397
303-309-6150
nlucas@miscowater.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR:

TW Associates, LLC./dba MISCOwater



ALAN WEBBER, MAYOR

DATE: Jan 31, 2023



NAME RICHARD C. TANAGER

SR. PROJECT MANAGER

TITLE

DATE: 12/7/2022

CRS# 0248520003

Registration # 233223

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK XIV

GB MTG 1/25/23

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Dec 7, 2022 09:33 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Jan 31, 2023 17:23 MST)

EMILY OSTER, CPA, CGMA, CPO

FINANCE DIRECTOR

5000362.520400

Org.Name/Org.#


AH



**THE CITY OF
SANTA FE**

MEMORANDUM

DATE: December 12, 2022

TO: Governing Body
Finance Committee
Public Utilities Committee

VIA: EMILY OSTER, FINANCE DIRECTOR
JOANN LOVATO, PURCHASING
SHANNON JONES, PUBLIC UTILITIES DEPARTMENT DIRECTOR 
MIKE DOZIER, WWM DIVISION DIRECTOR 

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

ITEM:

Request approval of award of BID #23/20/B and the contract with MISCOWater/TW Associates to purchase and install two polymer dosing systems, inclusive of NMGR, for a total of \$71,113.75. Request approval of a BAR / Increase in the amount of \$71,113.75 from the WWMD Cash Balance.

BACKGROUND

The Wastewater Management Division uses polymers to assist in the thickening and dewatering of sewage sludge produced at the Paseo Real Wastewater Reclamation Facility. These chemicals are drawn from bulk containers and prepared for use by utilizing skid mounted dosing systems. These systems dilute the polymer emulsion with water and use mixing or agitation to activate the chemical solution prior to injecting the proper dose of the diluted and activated chemical into the sludge. These two polymer feed skid mounted systems will be used with the Dissolved Air Flotation (DAF) units, which are used to thicken secondary sludge prior to addition to the anaerobic digesters. Two bids were received. One bid, from D & H Water Systems, was determined to be non-compliant with the specifications included in the bid documents. The second bid, from MISCOWater/TW Associates was determined to be compliant and recommended for award. This expense was not anticipated during the budget process, and was put out for bid during the current FY.

PROCUREMENT METHOD:

ITB #23/20/B

MUNIS CONTRACT #:

3203833

FUNDING SOURCE:

Fund WWMD Enterprise / 500

ORG WWMD Collections/ 5000362

OBJ Repair Maintenance Mach. Equip. / 520400

PL # WWM2050001

RECOMMENDED ACTION

PUD respectfully requests approval bid #23/20/B and contract with MISCOWater\TW Associates in the amount of \$71,113.75 and a BAR in the amount of \$71,113.75.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: MISCOwater/TW Associates

Description: Two - Skid mounted polymer feed systems

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: City Approval

Term End Date: 6/30/2022

☐ Approved by Council

Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council

Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Dec 23, 2022 11:03 MST)

Dec 23, 2022

Purchasing Officer Review:

Date:

Comment & Exceptions: Procured via ITB. Procurement on file

4. **Funding Source:** _____ **Org / Object:** 5000362.520400

Andy Hopkins
Andy Hopkins (Dec 22, 2022 17:11 MST)

Dec 22, 2022

Budget Officer Approval:

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: P. Fred Heerbrandt, P.E. Phone # 505-955-4623

Email: pfheerbrandt@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME				DATE	
Public Utilities Department / Wastewater Management Division				12/12/2022	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>
WWMD Collections/ Repair Maint Machine Equip.	5000362	520400	WWM2050001	71,114	
<u>REVENUES</u>				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>
JUSTIFICATION: <i>{use additional page if needed}</i> --Attach supporting documentation/memo				\$ 71,114	\$ -

To fund a contract with MISCOWater\TW Associates for two polymer dosing systems, including installation. Increase from WWMD cash balance.		<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
		Fund(s) Affected	Fund Balance Increase/(Decrease)
		500	(71,114)
TOTAL:			(71,114)

P. Fred Heerbrandt, P.E.	12/12/2022	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<i>Andy Hopkins</i>	12/15/22
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL City Council <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div> Approval Date <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div> Agenda Item #:	Budget Officer	Date
<div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div> Michael Dodier (Dec 14, 2022 15:05 MST)	12/14/22		Finance Director <i>{≤ \$5,000}</i>	Date
<div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div> Shannon Jones (Dec 14, 2022 15:07 MST)	12/14/22		City Manager <i>{≤ \$60,000}</i>	Date
Department Director Signature	Date			



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: MISCOWater/TW Associates

Procurement Title: Polymer Feed System

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☒ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Public Utilities/WWMD Staff Name P. Fred Heerbrandt, P.E.

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other:

P. Fred Heerbrandt, P.E.	Engineer Supervisor	December 12, 2022
Department Rep Printed Name (attesting that all information included)	Title	Date
<i>JoAnn Lovato</i> <small>JoAnn Lovato (Dec 23, 2022 11:03 MST)</small>	Contracts Supervisor	Dec 23, 2022
Purchasing Officer (attesting that all information is reviewed)	Title	Date



December 1, 2022

JoAnn D. Lovato, CPO
Interim Chief Procurement Officer
City of Santa Fe
jlovato@santafenm.gov

Subject: City of Santa Fe Paseo Real WWTP
DAF System Polymer Feed Equipment
ITB # 23/20/B

Dear Ms. Lovato:

MISCO Water is pleased to offer the City of Santa Fe a complete furnish and installation quotation for new polymer feed equipment for the DAF thickening system at the Paseo Real WWTP. The scope of supply includes all labor and materials required to install and start-up the two new polymer feed units. The scope of supply is outlined in further detail in the table below.

Item	Description
1	UGSI Polyblend® MM240-P2AA Polymer Blending System (Qty 2) <ul style="list-style-type: none">- See enclosed scope description and cut sheet
2	Submittals and O&M Manual
3	Freight to site
4	All labor and materials needed for Installation of Supplied UGSI Polyblend® MM240-P2AA Polymer Blending System including: <ul style="list-style-type: none">- Site measurements to ensure proper installation- Placement and installation of two polymer blending skids- Piping connections including any necessary fittings to connect to polymer, water and discharge solution piping to existing water, polymer and solution PVC piping on the wall. All new pipe and fittings will be SCH80 PVC to match the existing piping material.- The Polymer Skids will be provided with a standard 120V electrical cord which will be connected to existing power outlets on the wall.- On-site start-up by MISCO Water



The lead times and construction schedule for the outlined scope of supply are as follows:

- 6 weeks from date of agreement with the City of Santa Fe for submittal package
- 14 weeks from date of approved submittals for shipment of UGSI Polyblend® MM240-P2AA Polymer Blending System and needed pipe fittings
- Installation and Start-Up upon delivery of equipment and needed fittings. Exact timing will be coordinated with City staff

The complete price for labor and materials outlined in the summary supply table above and the more detailed scope outline below, plus New Mexico Gross Receipts Tax on installation and services is **\$71,113.75**. Please note the enclosed pricing is valid for 60 days from the date of bid.

PAYMENT TERMS:

EQUIPMENT: 20% Upon Approved Submittals, net 30
20% Upon Release for Fabrication, net 30
60% Upon Equipment Delivery, net 30

INSTALLATION/SERVICES: 100% Upon Equipment Start-Up, net 30

Please note the pricing above only includes the parts and installation work specifically outlined above. Any additional replacement parts and associated installation work beyond the scope of supply listed above is excluded and MISCO Water reserves the right to reprice should additional replacement parts or site work be needed to finish the polymer blending system installation and start-up project. Additionally, a non-exhaustive list of items excluded from MISCO Water's scope of work is outlined below:

- Removal and disposal of existing polymer blending units
- Unloading of new polymer blending equipment into DAF building
- Coatings
- Replacement or upgrades of existing electrical gear, equipment, conduits, wire, etc.
- SCADA programming and remote controls
- Bypass Pumping
- Permits, Fees, engineered drawings



- Seismic calculations or Seismic Upgrades
- Third party inspection or testing
- Hazardous material handling or disposal
- Bonds
- New Mexico Gross Receipts tax on equipment

The quoted scope of work is based on standard wage rates and insurance policies. MISCO Water reserves the right to reprice our scope of work, should additional wage, insurance requirements or bonds be deemed necessary by the City.

We appreciate the opportunity to offer the UGSI Polyblend® polymer blending offering for this application, as well as MISCO Water's furnish and installation capability. We believe that our offering provides a unique benefit to the City of Santa Fe, allowing for a superior polymer blending solution at a competitive total installed cost with superior equipment delivery and start-up lead times. We trust that you will find this offering complete, but please let me know if you have any additional questions regarding the proposed scope and pricing.

Thank you for your consideration and we look forward to discussing this offering with City staff in more detail in the future.

Nick Lucas
MISCO Water
TW Associates
720-526-7397
nlucas@miscowater.com

CC: Stefan Oreshkov MISCO Water/TW Associates



SCOPE OF WORK BY UGSI CHEMICAL FEED, INC. ('SELLER')

The following equipment and services are included in Seller's scope of work. All equipment will be manufactured in accordance with Seller's standard equipment specifications and installed in a non-hazardous area.

No.	Item Description	Qty.
1.	Polyblend® MM240-P2AA Polymer Activation System, including: <ul style="list-style-type: none"> • Patented UGSI Mixing Chamber with Brass Impeller • Constant Speed: 1/2 HP, 3450 RPM, 115/230 V, 1 PH, 60 Hz (Wash-Down) • 36.40" x 26.00" x 47.35" Stainless Steel Frame 	2.0
2.	Dilution Water Inlet, including: <ul style="list-style-type: none"> • 3/4" PVC Piping for 240 GPH of Flow • Diaphragm Check Valve: 1/2" PVC • Globe Valve: 1/2" PVC • Solenoid Valve: 3/4" Parker Valve • Flowmeters: 2 GPM BLUE & WHITE • Secondary Dilution 	2.0
3.	Polymer Pump, including: <ul style="list-style-type: none"> • Seepex 2.0 GPH, Progressive Cavity Pump w/ Mechanical Seal, 316SS Rotor, & Viton Stator • 1/2" PVC Piping for 2.0 GPH Progressive Cavity Polymer Pump 	2.0
4.	Calibration Column, including: <ul style="list-style-type: none"> • Calibration Cylinder Kit: 	2.0
5.	Solution Outlet, including: <ul style="list-style-type: none"> • 3/4" Static Mixer 	2.0
6.	Power Assembly, including: <ul style="list-style-type: none"> • 120/60/1 Power Supply 	2.0
7.	Electrical Control Panel, including: Skid-Mounted Electrical Control Panel, including: [A CONTROLS] <ul style="list-style-type: none"> • On-Off-Remote" switch • "Run" indicator light • "Pump Stroke Frequency" display • "Pump Flow Rate" display • Remote Start contact • "Run" output contact • "Loss of Water Flow" output contact 	2.0

PolyBlend® Polymer Feed System

M Series

The PolyBlend® M Series liquid polymer feed system is the best product available to handle your liquid/solid separation needs. The M Series combines proven motorized mixing technology with precise controls to provide superior polymer preparation. In addition, the M Series can be configured with a variety of pump offerings, variable speed mixing and automatic dosage control with constant solution strength to meet a wide range of polymer feed application requirements. The M Series units are also available for classified area environments including Class 1, Division 1 and Class 1, Division 2 areas.

The M Series is engineered for quick easy service and is built to last. The open frame design permits quick and easy maintenance and the M Series is engineered to handle the harshest environments.

The M Series is designed to handle new polymer developments, ultra-high molecular weights, different charge densities, and even totally new chemistries. A constant speed motor is standard on the M Series and optional variable speed drives are available to accommodate application or technology. Optional advanced controls provide precise and consistent solution strength. Whether you adjust the M Series output remotely via 4-20 mA signal or right at the unit, water flow and polymer feed increase or decrease together. Primary and secondary dilution water are also kept at the same ratio as the output is adjusted.

A variety of models are available covering output ranges from 0.1 to 200 USGPM (0.4 to 757.9 LPM). Choose between diaphragm, gear, or progressive cavity polymer pumps for your application.

Key Benefits

- Improved polymer efficiency providing maximum polymer activation
- Open-frame design for easy access
- Reliable and consistent direct drive mixing
- Optional advanced controls to meet your application needs

Specifications

Power	115-230 VAC / 60 Hz / 1 Phase 230-460 VAC / 60 Hz / 3 Phase
Dimensions (W x H x D)	914.4 x 1041.4 x 508 mm 36" x 41" x 20"
Polymer pump	Diaphragm, Gear, or Progressive Cavity
Material	304 SS Frame / PVC
Controls	PolyBlend® A, B, or C



Technical Data

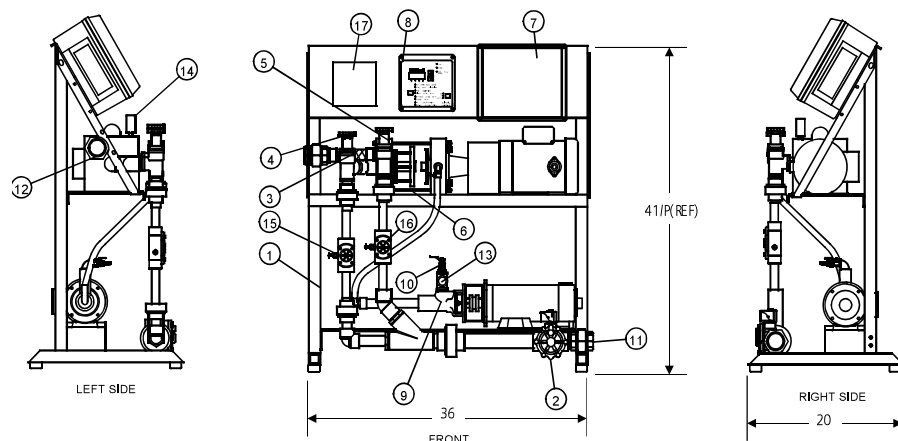
M Series Model Numbering Guide

The model numbers for the M-Series can be generated as follows:

EXAMPLE: M 2400 - P - 10 AB - V

Water Flow Rate in GPH (LPH)				Options
240 / (912)				V - Variable speed mixer
600 / (2280)				
1200 / (4540)				Controls
2400 / (9120)				A - On-Off Remote
6000 / (380 LPM)				B - Microcontroller
12,000 / (760 LPM)				C - Flow Proportional
Pump Type and Output in LPH (GPH)				Voltage
Diaphragm	Gear	Progressive Cavity		A - 115 VAC / 60 Hz / 1 ph
D.4/(1.5)	G18/(68)	P5/(19)		B - 460 VAC / 60 HZ / 3 ph
D1/(3.8)	G36/(137)	P10/(38)		C - 230 VAV / 60 Hz / 1 ph
D2.5/ 9.5)	G60/(228)	P30/(114)		
D4/(15.2)	G200/(760)	P50/(190)		
D10/(38)	G660/(2508)			
* Model number is "601"				

General Layout



Key Description

Key	Description
1	Base Assembly
2	Solenoid Valve
3	Static Mixer
4	Primary Dilution Control Valve
5	Secondary Dilution Control Valve
6	Mix Chamber
7	Motor Control Panel
8	Micro-Controller
9	Pump, Progressive Cavity
10	Pump, Priming Port
11	Water Inlet
12	Solution Discharge
13	Polymer Inlet
14	Pressure Gauge (Mix Chamber)
15	Primary Dilution Water Sensor
16	Secondary Dilution Water Sensor
17	Operators Instructions

UGSI Chemical Feed, Inc.

1901 West Garden Road
Vineland, NJ 08360
Toll Free: 855-669-3845
Local: 856-896-2160
Fax: 856-457-5920
Email: info@ugsichemicalfeed.com
Website: www.ugsichemicalfeed.com

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Literature No. CF.480.310.MAO.PS.0714

Polyblend® is a trademark of UGSI Chemical Feed, Inc.

The information provided in this literature contains merely general descriptions or characteristics of performance which in actual case of use do not always apply as described or which may change as a result of further development of the products. An obligation to provide the respective characteristics shall only exist if expressly agreed in the terms of a written contract.

**MISCOWATER – TW ASSOCIATES
TERMS & CONDITIONS OF SALE**

1. ACCEPTANCE

When the Buyer signifies acceptance of this quotation by submission of a Purchase Order or signed MISCOWATER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the Seller (MISCOWATER). Any changes or amendments to this proposal made by the Buyer must have MISCOWATER's approval in writing to become a part of this contract.

2. DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by MISCOWATER for failure to ship or deliver on such dates. Unless otherwise directed, MISCOWATER shall have the right to make early or partial shipments and invoices covering the same to Buyer shall be due and payable in accordance with payment terms hereof. FOB shall be origin.

3. APPROVAL DRAWINGS

Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the Buyer's order. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing.

4. PAYMENT

Payment terms, upon credit approval, are Net 30 Days from the date of each invoice issued for each partial or final shipment. Flowdown provisions are not accepted. Retention is not allowed. In the event any payment becomes past due, a charge of 1.5% will be assessed monthly.

5. TAXES AND BONDS

Taxes and bonds are NOT included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice.

6. CLAIMS AND BACKCHARGES

Buyer agrees to examine all materials immediately upon delivery and report to Seller (MISCOWATER) in writing any defects or shortages noted no later than 10 days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will MISCOWATER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from MISCOWATER prior to the performance of any such work.

7. SECURITY INTEREST & TITLE

Until all amounts due MISCOWATER have been paid in full, Seller shall retain a security interest in the product and have all rights of a secured party under the California Uniform Commercial Code, including the right to repossess the product or equipment without legal process.

8. WARRANTY

MISCOWATER warrants that the product furnished will be free from defects in material and workmanship when installed, operated and maintained under design conditions and in accordance with the manufacturer's written instructions. Warranties will expire (18) months after shipment or twelve (12) months after start-up, whichever occurs first. Expandable items such as filter or scrubber media are excluded from this warranty.

THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES. SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCT HEREIN. SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR LIQUIDATED DAMAGES, AND IN NO EVENT SHALL BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT PURCHASED ON THIS ORDER.

The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty, and, except for gross negligence and willful misconduct, the foregoing is Buyer's exclusive remedy against Seller for all claims arising hereunder or relating hereto. Buyer's failure to submit a timely claim as provided shall specifically waive all claims for damages or other relief.

9. CANCELLATION

Should this order be cancelled, Buyer shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order.

10. FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, supervision, operation and training are not included in our pricing of product.

11. COMPLETE AGREEMENT

These terms are intended by the parties as a final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course or prior dealings between the parties and no usages of the trade shall be relevant to supplement or explain any term used in this agreement. This agreement supersedes all prior representations and agreements with respect to the matters set forth herein and may be modified only by a written agreement to and signed by each of the parties.

MISCOWATER: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Santa Fe

Invitation to Bid

DAF System Polymer Feed Equipment

ITB # 23/20/B

NIGP Commodity Code: 82032 – Chemical Feed Systems

Bid Due Date and Time: Thursday, December 1, 2022

Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (Bid) to be valid (type or print clearly):

Company Name: TW Associates, LLC
dba (if applicable): MISCOWater
Co. Email: nlucas@miscowater.com
Co. Phone No.: 949-458-5555
NM Gross Receipts Tax # (CRS) 02485250003

Address: 27101 Burbank, Suite B
Foothill Ranch, CA 92610

Federal Tax ID # 94-2317088

Payment terms: Net 30 (e.g., Net 30. Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Contractor's Delivery: FOB - Destination (May be considered in the award)

Authorized Signature:  Print or type name: Scott Marshall
Signatory Email: Smarshall@miscowater.com Phone No: (303) 309-6150

* It is your responsibility as a bidder to ensure your bid is correct and accurate.

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

If applicable, Bidder acknowledges receipt of the following amendment(s):

Amendment No. Dated: Amendment No. Dated:

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or his/her designee approves a purchase document in response to the bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
4. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
5. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
6. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
7. **Taxes:** Price shall not include State gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.
8. **Packing, Shipping, and Invoicing:**
 - a. The City's purchasing document number and the Contractor's name, Requesting Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The Requesting Departments' count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the Requesting Department and NOT to the City Chief Procurement Officer.
10. **Non-Collusion:** In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or his/her designee.
11. **Nondiscrimination:** Contractor doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
12. **Penalties:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
13. **Payment Provisions:** All payments under this Agreement are subject to the following provisions.
 - A. **Acceptance** - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

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

14. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

15. **Workers' Compensation:** The Contractor agrees to comply with State laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

16. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Requesting Department are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

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

18. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

Important Bidding Information

Submission of Bid: Due Date – Thursday, December 1, 2022 at 2:00 P.M. (MST/MDT) at which time the sealed Bids will be recorded as received and opened.

The Bid is to be delivered to:

Submissions of all Invitation to Bids must be accomplished via email to: purchasing_ITB@santafenm.gov.

BID OPENING

Join Zoom Meeting

<https://santafenm-gov.zoom.us/j/87141576476?pwd=YnhNaXA0TmtkZVBFNkl3MlhiNUZqZz09>

Meeting ID: 871 4157 6476

Passcode: 998912

One tap mobile

+17193594580,,87141576476#,,,998912# US

+12532158782,,87141576476#,,,998912# US (Tacoma)

Dial by your location

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 646 931 3860 US
+1 689 278 1000 US
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 360 209 5623 US
Meeting ID: 871 4157 6476
Passcode: 998912
Find your local number: <https://santafenm-gov.zoom.us/j/87141576476>

All Bids received after the due date and time will be rejected.

Chief Procurement Officer (CPO): If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the CPO or his/her designee at least five (5) working days prior to the scheduled bid opening.

Any inquiries or requests regarding clarification of this solicitation shall be submitted to the CPO or his/her designee in writing.

CPO Designee contact information is:

JoAnn D. Lovato, CPO
Interim Chief Procurement Officer
City of Santa Fe
jlovato@santafenm.gov

Bidders may contact ONLY the CPO or his/her designee regarding the terminology stated in the solicitation. Other City employees do not have the authority to respond on behalf of the City.

Bidders shall promptly notify the CPO or his/her designee of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

All Bidders must notify the CPO or his/her designee if any employee(s) of the requesting Department or the office of CPO have a financial interest in the Bidder:

☒ **No financial interest** ☐ **Yes financial interest**

If yes specify by name: _____

Rejection of Bids: The CPO or his/her designee shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.,

Brand Name or Equal: Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Prohibit Bidding: If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Responsible Bidder: Bidders must, upon request of the CPO or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. the CPO or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Samples: Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the City. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Awards

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Bid. The City reserves the right to award this Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the City.

The CPO or his/her designee shall have the right to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the City.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the CPO or his/her designee.

F.O.B. Destination – Means goods are to be delivered to the destination designated by the Requesting Department which is the point at which the Requesting Department accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

Statement of Work

Orders:

Under the terms and conditions of this Agreement the City may issue orders for items described herein. The terms and conditions shall form a part of each order issued hereunder.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

Only written signed orders are valid.

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under the Price Schedule. Orders issued against this schedule will show the applicable item(s), number(s), and price(s); however, they may not describe the item(s) fully.

The prices quoted herein represent the total compensation to be paid by the City for the goods provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the services or goods provided.

Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, Agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated by the Requesting Department. If contractor is unable to meet stated delivery the CPO or his/her designee must be notified.

Specifications:

DAF System Polymer Feed Equipment

The City of Santa Fe (The City) is soliciting bids for the supply and installation of quantity (2) two Polymer Chemical feed systems for the Dissolved Air Floatation (DAF) thickening system at the Paseo Real Waste Water Treatment Plant (PRWWTP). The scope of supply includes all labor and materials required to install and start-up the two new polymer feed units. The Polymer Dosing System shall be a UGSI Polyblend M-series, or *approved equal*. In order to be an *approved equal* the equipment must meet or exceed the stated Specifications listed in this price agreement. The City may request further clarification and documents to make this or approved equal determination. If not determined an approved equal, the City will send a letter to the bidder on the reasoning. (See K.1 below). Refer to NMSA 13-1-167 and NMSA 13-1-168 for further information on Brand Name Specifications.

This will be a single vendor award.

This agreement will expire 6/30/23.

1. The unit cost for each skid mounted polymer feed system shall include all labor and materials necessary for the supply and installation of the two units, including:

- Submittals and Owner and Maintenance (O&M) Manuals
- Freight to site/FOB Destination
- The Warranty will at least be for a period of twelve (12) months from the date of final acceptance of the installation by the Engineer at the WWTP. This warranty period shall continue and be in effect beyond the expiration date of the agreement for any covered warranty work needed.

Note: The City realizes that damage from makeup water particles can occur and will *not* be considered a warrantable item and will be the responsibility of the City.

- Site measurements to ensure proper installation
- Placement and installation of two polymer blending skids at PRWWTP.
- Piping connections including any necessary fittings to connect to polymer, water, and discharge solution piping to existing water, polymer, and solution PVC piping. All new pipe and fittings shall be Sch 80 PVC to match the existing piping material
- The polymer skids shall be provided with a standard 120V electrical cord which will be connected to existing power outlets on the wall.

POLYMER DOSING SYSTEM FOR LIQUID POLYMER

- A. System shall be designed for the preparation, aging, and dosing of up to 240 GPH of polymer solution having an active polymer concentration between 0.05 and 0.25 %. The actual size of the polymer system depends on the specified type of sludge, maximum capacity, and polymer consumption.

B. The polymer station shall be self-contained with pumps, piping, fittings, and accessories, and shall be factory assembled and tested to eliminate field assembly work and therefore to minimize installation and start up time. The frame shall be 304 stainless steel and the piping SCH. 80 PVC.

C. Multi-Zone Mixing Chamber.

1. Polymer and water shall be mixed in a chamber designed to create sufficient mixing energy.
 - a. High shear zone of the mixing chamber shall have a mechanical mixing impeller for successful initial activation and the low shear zone shall not have a mixing impeller to avoid damaging polymer molecules.
 - b. Solution shall undergo a tapered mixing intensity slope as it exits the initial high shear zone and passes through a second low shear zone, isolated by a baffle.
 - c. The design shall have primary mixing and post-dilution to maximize the value of breaker surfactant present in emulsion polymer, as per the AWWA Standard for Polyacrylamide (ANSI/AWWA B453-06).
 - d. Polymer activation efficiency shall be consistent over the dilution water range.
2. Mixing chamber shall be transparent to allow viewing of mixing intensity. Opaque mixing chambers shall not be accepted.
3. Impeller shall be driven by a ½ HP washdown duty motor.
 - a. Motor shall be 115/230V, 1 Ph, 60 Hz
 - b. Motor shall be TEFC.
 - c. Impeller speed shall be 3450 rpm, minimum.
 - d. Motor shall be direct-coupled to impeller shaft.
4. Mixing chamber shall include a stainless steel injection check valve.
5. In order to quantify the mixing intensity in the mix chamber, the applied horsepower shall be defined by measuring the difference in torque when the mix chamber is empty versus being full of water. This value shall be the basis of determining the mixing intensity defined as "G" value.
6. The G-value in the high shear mixing zone shall exceed 14,000 sec⁻¹ to effectively disperse polymer gels to prevent fisheye formation.
7. The G-value in the low shear mixing zone shall be lowered to 3,500 sec⁻¹ to avoid damaging polymer chains.

D. Dilution Water Control

1. Contractor shall provide a potable water connection for the dilution of the polymer in the polymer tank. The water piping to the polymer blend system shall include a minimum ¾" inlet (NPT female).
2. Dilution water shall be split into two streams.
 - a. Primary water shall supply the mixing chamber.
 - b. Secondary water flow shall be used to post-dilute the activated polymer stream.
 - c. These two streams shall be completely blended by a static mixer prior to exiting the unit.
3. Unit shall have an electric solenoid valve for on/off control of total dilution water flow.

4. Flow indicators and flow control valves shall be provided for each dilution water stream.
5. Dilution water and solution output connections shall include 304 stainless steel unions connected to the chassis.

E. Neat Polymer Metering Pump

1. Pump shall be Seepex 2.0 GPH, progressive cavity pump.
2. Rotor shall be 316 stainless steel.
3. Stator shall be Viton.
4. Pump shall have mechanical seal.
5. Pump shall be driven by ½ HP, AC motor.

F. Control Panel: Skid mounted NEMA 4X FRP enclosure, 120 VAC, 60 Hz, 1 PH service.

1. Operator interface – discrete selector switch (system ON/OFF/REMOTE); constant speed mechanical mixer; pump stroke frequency display, pump flow rate display.
2. Status / Alarm indicators: system running indication; LCD display of metering pump rate (on metering pump); low pressure switch alarm
3. Inputs: remote start / stop (discrete dry contact); pacing signal from main control panel (4-20mA)
4. Outputs: system running (discrete dry contact); remote mode (discrete dry contact); low flow alarm (discrete dry contact)

J. The pressure side of the polymer system shall be connected through a minimum 3/4" diameter PVC pipeline with a static mixer.

K. The Polymer Dosing System shall be a UGSI Polyblend M-series, or approved equal.

1. Alternate suppliers seeking approval, shall submit request and supporting documentation outlining full specification compliance in writing ten business days prior to bid deadline for review and approval by City of Santa Fe staff.

Price Schedule:

Item	Approx. QTY	Unit	Article and Description	Unit Price
1	2	EA	Polymer Dosing System shall be a UGSI Polyblend M-series, or <i>approved equal</i> as described in above section (A-K)	\$ 27,975.00
2	1	LS	Services/Installation at Paseo Real Waste Water Treatment Plant (PRWWTP) as outlined in (1.)	\$ 14,000.00
3	1	LS	Applicable GRT Taxes on Services/Installation (Line 2) – Lump Sum	\$ 1,163.75
			Total Bid Cost	\$ 71,113.75

Item#

Munis Contract#

CITY OF SANTA FE
(DRAFT) GENERAL SERVICES CONTRACT

Dewatered Sewage Sludge Hauling

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City”, and <Enter Contractor Name> herein after referred to as the “Contractor.”

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. “You” and “your” refers to (Contract Name). “We,” “us” or “our” refers to the City and whose accounts are created under this Agreement.

2. Scope of Work

A. The Contractor shall perform the following work:

3. Compensation

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

Deliverable item:	U/I (unit of issue)	Price
01		\$
02		\$

The total compensation under this Agreement shall not exceed [Insert Dollar Amount] [CHOICE #1- excluding New Mexico gross receipts tax. CHOICE #2 - including New Mexico gross receipts tax.]

4. **Payment Provisions**

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

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on [REDACTED]. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. 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) Except as otherwise provided in Paragraphs 7.A and 17, 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 17, "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.

8. **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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement.

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

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

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

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

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

22. **Scope of Agreement; Merger**

This Agreement 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 Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2. By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses

to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the

necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, 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 Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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

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

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

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

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

and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City:

To the Contractor:

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

CITY MAYOR/MANAGER

NAME

DATE: _____

TITLE

DATE: _____

CRS# _____

Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY’S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster, CPA, CGMA, CPO
FINANCE DIRECTOR

Org.Name/Org.#



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/22/2022

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED TW Associates, LLC dba MISCOWater 27101 Burbank, Ste B Foothill Ranch CA 92610 USA	INSURER A: Federal Insurance Company	20281
	INSURER B: Hartford Fire Insurance Co.	19682
	INSURER C: Hartford Casualty Insurance Co	29424
	INSURER D: Lloyd's Syndicate No. 2001	AA1128001
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570094635988**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	84CESOF9030	03/01/2022	03/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7362-65-82	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			84XSON2127	03/01/2022	03/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	71751236	03/01/2022	03/01/2023	<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
D	Env Prof (E&O)			HPL210443 Claims-Made SIR applies per policy terms & conditions	07/23/2021	09/30/2022	Per Occurrence \$2,000,000 SIR \$50,000 Aggregate \$2,000,000

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

RE: Santa Fe Paseo Real WWTP Primary Sludge Pump Replacement, 73 Paseo Real, Santa FE NM 87507. City of Santa Fe is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of Santa Fe in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Should the General Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe 801 W. San Mateo Rd. Santa Fe NM 87507 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Florida</i>

Holder Identifier :

Certificate No : 570094635988



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED TW Associates, LLC dba	
POLICY NUMBER See Certificate Number: 570094635988			
CARRIER See Certificate Number: 570094635988	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

with the policy provisions of each policy.



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

BUSINESS REGISTRATION

Business Name: TW ASSOCIATES, LLC
DBA: MISCOWATER

Business Location: 27101 BURBANK STE. B
FOOTHILL RANCH, CA 92610

Owner: TW ASSOCIATES, LLC

License Number: 233223

Issued Date: July 25, 2022

Expiration Date: July 25, 2023

CRS Number: 02485250003

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

TW ASSOCIATES, LLC
27101 BURBANK STE/ B
FOOTHILL RANCH, CA 92610

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Signature: *P. Fred Heerbrandt, P.E.*
P. Fred Heerbrandt, P.E. (Dec 14, 2022 15:03 MST)

Email: pfheerbrandt@santafenm.gov

23-0026 TW Associates dba MISCOwater

Final Audit Report

2023-02-02

Created:	2023-01-26
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnyCUSOzWwQXg35KMltzUj-g1bw8x6D

"23-0026 TW Associates dba MISCOwater" History

 Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)

2023-01-26 - 6:51:26 PM GMT- IP address: 63.232.20.2

 Document emailed to ekoster@santafenm.gov for signature

2023-01-26 - 6:53:21 PM GMT

 Email viewed by ekoster@santafenm.gov

2023-01-28 - 8:07:45 PM GMT- IP address: 174.205.108.26

 Email viewed by ekoster@santafenm.gov


2023-02-01 - 0:22:43 AM GMT- IP address: 104.47.65.254

 Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster

2023-02-01 - 0:23:41 AM GMT- IP address: 63.232.20.2

 Document e-signed by Emily K. Oster (ekoster@santafenm.gov)

Signature Date: 2023-02-01 - 0:23:43 AM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Alan Webber (amwebber@santafenm.gov) for signature


2023-02-01 - 0:23:46 AM GMT

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2023-02-01 - 5:26:45 AM GMT- IP address: 98.230.203.228

 Document e-signed by Alan Webber (amwebber@santafenm.gov)

Signature Date: 2023-02-01 - 5:27:06 AM GMT - Time Source: server- IP address: 98.230.203.228

 Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature

2023-02-01 - 5:27:09 AM GMT

 Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

2023-02-02 - 6:10:28 PM GMT- IP address: 104.47.65.254



Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-02-02 - 6:12:28 PM GMT - Time Source: server- IP address: 98.60.110.191



Agreement completed.

2023-02-02 - 6:12:28 PM GMT



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