

The Purchasing Memo

Date: April 29, 2025

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

From: Micheal Dozier, Wastewater Management Division Director ^{MD}

Via: LeRoy Alvarado Wastewater Management Division Operations Supervisor ^{LA}

Subject: Amend #2 Thatcher Company, Inc. Chemical supply T chlorite 12%

Vendor Name: : Thatcher Company, Inc.

Munis Vendor Number: 2957

ITEM AND ISSUE:

Wastewater Management Division Wastewater Treatment Plant respectfully requests your review and approval of a co-op purchase amendment 2 in the total amount of \$62,890.08 including tax for supplying T chlorite 12% for a term of 4 years with Thatcher Company, Inc.

CONTRACT NUMBER:

The FY23 Munis contract number is 3203937

BACKGROUND AND SUMMARY:

The United States Environmental Protection Agency (EPA) has issued an Administrative Order (AO) Docket CWA-06-2024-1745 issued to the City of Santa Fe for violations of the Clean Water Act (CWA) (33 U.S.C. Sections 1251-1387). The violations were identified during a review of the permit file and discharge monitoring reports submitted for the Paseo Real Wastewater Reclamation Facility. The violations alleged are for failure to meet permit effluent limitations which require compliance with applicable federal regulations.

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

To facilitate the most efficient response to these regulators' consistent quantities of Sodium Hypo Chlorite 12% is required to assist with the reduction of unwanted bacteria and to promote settling in the wastewater treatment process. This bacteria keeps solids from settling in the wastewater treatment process. Without the proper settling, solids carry over and overload the tertiary process increasing the potential for e-coli violations.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Cash fund/500

Munis Org Name/Number: Wastewater Treatment Plant/ 5000367

Munis Object Name/Number: Operating Supplies / 530200

Budget Officer / Designee: Andy Hopkins **Date:** 05/05/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

This contract is originally a PUD Water Co-op that Wastewater wants to piggy back off of. Original Contract #3203937 expiration date 04/19/2033, City of Tuson Contract #212528-01 expires on 09/30/2025

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato **Date:** 05/05/2025
JoAnn Lovato (May 5, 2025 14:36 MDT)

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Thatcher Agreement packet

Vendor's Quote

Certificate of Liability Insurance (COI)

Original contract packet

Amend 1

Amend 2

Bar6

Item# 25-0197
Munis Contract# 3203937
Original Contract Item #23-0157
Coop #: CRWTRP #212528

**CITY OF SANTA FE
AMENDMENT No. 2 TO
GENERAL SERVICES CONTRACT
ITEM# 23-0157**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated April 19, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Thatcher Company of Arizona, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City with drinking water treatment chemicals.

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

1. SCOPE OF SERVICES

Article 2 of the Contract is amended to add services for the Wastewater Division, so that Article 2 reads as follows and a new Exhibit B is added:

The Contractor shall provide Drinking Water Treatment Chemicals as listed and described in Exhibit "A" attached hereto. The Contractor shall also provide the Wastewater Treatment Plant with Water Treatment Chemicals as listed and described in Exhibit "B", attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$62,890.08 so that Article 3, paragraph A reads in its entirety as follows:

A. The Total amount payable to the Contractor under this Agreement, including New Mexico Gross receipts tax, up to and not to exceed \$4,641,890.08 for the term of this Agreement.

3. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (May 29, 2025 15:45 EDT)

Alan Webber, MAYOR

DATE: 05/29/2025

CONTRACTOR:

Thatcher Company of Arizona, Inc.



Michael Mitchell (Apr 27, 2025 12:12 MDT)

Mike Mitchell

President

DATE: 04/27/2025
CRS# 03036339000

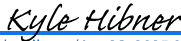
ATTEST:


ANDREA SALAZAR (May 01, 2025 13:48 MDT)

CITY CLERK
GB MTG 05/28/25



CITY ATTORNEY'S OFFICE:


Kyle Hibner (Apr 28, 2025 08:03 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

THATCHER COMPANY, INC.

P. O. Box 27407, Salt Lake City, UT 84127-0407



Phone (801) 972-4587

Fax (801) 972-4606

4/2/25

City Of Santa Fe Wastewater

Dear Santa Fe Team:

Please find below the current price schedule for the product(s) you requested. If you have any questions, feel free to contact me any time at the number(s) listed below. Thank you in advance for your business.

| | |
|------------------|------------------------|
| Account Manager: | Robert Dubel |
| Email: | Robert.dubel@tchem.com |
| Office: | 623-691-6499 |
| Mobile: | 480-248-4748 |

| Product Description | Product Code | Packaging | Min. Qty. | Price |
|---|--------------|------------------------------------|--|---|
| T Chlor 12.5% Bulk (Bulk Truck to tote fill on site) | 2434000 | G Bulk | 4400/G | \$03.7684/G Omnia Price |
| Freight | | | 1260 miles RT 1260x 3.4= \$4,384/4400= .996/G | Freight at \$00.996/G |
| | | | Total Product And Delivery | \$04.7644/G x 4400= Total \$20,963.36 |
| | | \$60,000.00 Minimum Budget = | | 3 deliveries x \$20,963.36 = \$62,890.08 Total |
| | | | | |

Price Expires 6/15/25

Payment Terms: Net 30 days from date of shipment

Freight Terms: All products are priced FOB Delivery Point

*The prices listed on this quotation are subject to change without notice.
Please confirm your prices when placing your order.*

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Drinking Water Treatment Chemical Goods

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Thatcher Company of Arizona, Inc.**, herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

A. "Products and Services Schedule" refers to the complete list of products and services offered under this 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 **Thatcher Company of Arizona, Inc.**, "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. Scope of Work

A. The Contractor shall provide Drinking Water Treatment Chemicals as listed and described in Exhibit "A" attached hereto.

3. Compensation

A. The total amount payable to the Contractor under this Agreement, including New Mexico gross receipts tax, up to and not to exceed seven hundred ninety four thousand nine hundred thirty dollars and twelve cents (\$794,930.12) for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for chemicals ordered and delivered to the City at the rate listed in Exhibit "A", a total up to seventy-nine thousand dollars (\$79,000) in (FY2023) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven hundred ninety-five dollars and twenty one cents (\$795.21) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for chemicals ordered and delivered to the City at the rate listed in Exhibit "A", a total up to two hundred thirty six

thousand dollars (\$236,000) in (FY2024) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling two thousand three hundred seventy eight dollars (\$2,378.00) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for chemicals ordered and delivered to the City at the rate listed in Exhibit "A", a total up to two hundred thirty-six thousand dollars (\$236,000) in (FY2025) The New Mexico gross receipts tax levied on the amounts payable under this Agreement two thousand three hundred seventy eight dollars (\$2,378.00) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for chemicals ordered and delivered to the City at the rate listed in Exhibit "A", a total up to two hundred thirty-six thousand dollars (\$236,000) in (FY2026) The New Mexico gross receipts tax levied on the amounts payable under this Agreement two thousand three hundred seventy eight dollars (\$2,378.00) shall be paid by the City to the Contractor.

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, 2026. 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 negligent acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

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

C. 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.

D. 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:
Public Utilities Department Director
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
Thatcher Company of Arizona, Inc.
PO Box 27407
Salt Lake City, Utah 84127407

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:
Thatcher Company of Arizona, Inc.
PO Box 27407
Salt Lake City, Utah 84127407

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:



ALAN WEBBER, MAYOR

DATE: Apr 19, 2023

CONTRACTOR:

Thatcher Company of Arizona, Inc

Craig N. Thatcher
NAME

CEO
TITLE

DATE: 3/14/2023
CRS # 03-036339-00-0.
Registration # _____

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK *XIV*
GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 3, 2023 08:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Apr 19, 2023 14:04 MDT)

EMILY OSTER, FINANCE DIRECTOR

5050385.510810 Att
Org.Name/Org.#

212528-01 - Pricing Effective 2/1/2023 THROUGH 7/31/2023

| Item No. | Description | Thatcher Part Number | Estimated Annual Quantity | UOM | National Freight Charge per UOM mile* | New Price |
|----------|--|----------------------|---------------------------|---------|---------------------------------------|-----------|
| 1. | Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs) | 1115000 | 500,000 | Dry lbs | 3.2 | \$ 0.360 |
| 2. | Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs | 2220000 | 25,000 | Dry lbs | 3.2 | \$ 0.4182 |
| | Soda Ash 50# Bag (minium shipping quantity 42,000 LBS) | 2220200 | 42,000 | dry | 3.2 | \$ 0.3914 |
| 3. | Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs | 2237050 | 900,000 | Dry lbs | 3.2 | \$ 0.70 |
| 4. | Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal | 2434000 | 2,000,000 | Gallon | 3.2 | \$ 4.32 |
| 5. | Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Wet Lbs | 1316000 | 85,000 | Wet Lbs | 3.2 | \$ 0.4120 |
| 6. | Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs. | 1153000 | 10,000 | Wet Lbs | 3.2 | \$ 2.4720 |

| | | | | | | |
|------|--|---------|--------|---------------|-----|-----------|
| 7. | 19% Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs. | 1159000 | 10,000 | Dry Lbs | 3.2 | \$ 1.6717 |
| 8. | Chlorine Eastern Valve Minimum Shipping Quantity 24,000 LBS (Was 44,000 Lbs) | 1336309 | 10,000 | LBS (Not Gal) | 3.2 | \$ 1.4832 |
| 9. | Copper Sulfate Minimum Shipping Quantity 42,000 LBS | 1411201 | 10,000 | Dry Lbs | 3.2 | \$ 3.2500 |
| 10A. | Ferric Sulfate 10% Iron Minimum Shipping Quantity 4,400 Dry Lbs (44,000 "as is" lbs) | 1551000 | 10,000 | Dry Lbs | 3.2 | \$ 1.1357 |
| 10B. | Ferric Sulfate 12% Iron Minimum Shipping Quantity 5280 Dry LBS (44,000 "as is" lbs) | 1555000 | 10,000 | Dry Lbs | 3.2 | \$ 1.1231 |
| 10C. | Ferric Sulfate 13% Iron Minimum Shipping Quantity 5720 Dry Lbs (44,000 "as is" lbs.) | 1558000 | 10,000 | Dry Lbs | 3.2 | No Bid |

| | | | | | | |
|-----|--|---------|--------|-----------------------|---------------------------|-----------|
| 11. | Sodium Fluoride | | 10,000 | Dry lbs | 3.2 | No Bid |
| 12. | Fluorosilicic Acid- Minimum Shipping Quantity <u>10,120 dry</u> (<u>44,000 "as is" LBS</u>) | 1722000 | 10,000 | Dry lbs- | \$ <u>3.00</u> | No Bid |
| 13. | Hydrofluorosilicic Acid Minimum Shipping Quantity <u>10,120 dry</u> (<u>44,000 "as is" LBS</u>) | 1722000 | 10,000 | Dry lbs | 3.2 | \$ 2.1630 |
| 14. | Lime Foundry Quick Grade Minimum Shipping Quantity <u>44,000 lbs.</u> | 1806000 | 10,000 | Dry lbs | 3.2 | \$ 0.2369 |
| 15. | Lime Hydrated Minimum Shipping Quantity <u>44,000 Lbs</u> | 1803000 | 10,000 | Dry lbs | 3.2 | \$ 0.2781 |
| 16. | Pebble Quick Lime Minimum Shipping Quantity <u>44,000 Lbs</u> | 1807050 | 10,000 | Dry lbs | 3.2 | No Bid |
| 17. | Polyaluminum- Chloride Minimum- Shipping Quantity <u>44,000- Lbs</u> | 2481000 | 10,000 | Wet lbs- | \$ <u>3.00</u> | No Bid |
| 18. | Polyaluminum Hydroxychlorosulfat e Minimum Shipping Quantity <u>44,000 Lbs</u> | 2481000 | 10,000 | Wet lbs (Not Dry) | 3.2 | \$ 0.75 |

| | | | | | | |
|-----|---|---------------|---------|-------------------|-----|-----------|
| 19. | Polyphosphate Minimum Shipping Quantity <u>44,000 Lbs</u> | 2586000 | 10,000 | Wet lbs (not Dry) | 3.2 | \$ 0.9270 |
| 20. | Potassium Permanganate Minimum Shipping Quantity <u>43,982 Lbs</u> | 2087100 | 10,000 | Dry Lbs | 3.2 | No Bid |
| 21. | Powdered Activated Charcoal Minimum Shipping Quantity <u>40,000 Lbs</u> | No Bid | 10,000 | Dry lbs | 3.2 | No Bid |
| 22. | Sodium Hexametaphosphate Minimum Shipping Quantity <u>44,000 Lbs</u> | No Bid | 10,000 | Dry lbs | 3.2 | No Bid |
| 23. | Sulfur Dioxide Minimum Shipping Quantity <u>44,000 Lbs</u> | 2348394 | 10,000 | Wet lbs (Not Dry) | 3.2 | No Bid |
| 24. | Sulfuric Acid Minimum Shipping Quantity <u>40,900 Lbs (44,000 "as is" lbs)</u> | 2363000 | 10,000 | Dry lbs | 3.2 | \$ 0.2266 |
| 25. | Zinc Orthophosphate Minimum Shipping Quantity <u>17,600 lbs. (44,000 "as is" lbs.)</u> | 1305000 | 10,000 | Dry lbs | 3.2 | \$ 1.8025 |
| 26. | Citric Acid Minimum Shipping Quantity <u>44,000 lbs</u> | 1354000 | 10,000 | Wet lbs | 3.2 | \$ 1.2360 |
| 27. | Liquid Oxygen Minimum Shipping Quantity _____ | | 396,000 | Gal | 3.2 | No Bid |

| | | | | | | |
|-----|--|---------------|---------|---------|------|-----------|
| 28. | Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060lbs | 1730000 | 413,170 | Wet Lbs | 3.2 | \$ 0.5820 |
| | | | | | | \$ - |
| | | | | | | \$ - |
| | | | | | | \$ - |
| 1. | Methanol | 1877000 | 7,000 | Gal | 3.20 | \$ 2.2660 |
| | Mississippi Lime | No Bid | 48,000 | Lbs | 3.20 | No Bid |
| 2. | | | | | | |
| 3. | T-Floc 1417 | 2448000 | 32,900 | Lbs | 3.20 | \$ 1.7510 |
| 4. | Calcium Hypochlorite 2 5/8" Tabs | 1282260 | 48,000 | Dry Lbs | 3.20 | \$ 2.9355 |
| 6. | TI-2904 330lb Drum Minimum Shipping Quantity 4 drums | 2586100 | 5,280 | Wet Lbs | 3.20 | \$ 2.2900 |
| 7. | TI-2904 610lb Drum Minimum Shipping Quantity 4 drums | 2586101 | 9,760 | Wet Lbs | 3.20 | \$ 1.9900 |

| #REF! | | | | | | |
|-------|--|--|--|--|--|--|
| \$ - | | | | | | |



City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505

www.santafenm.gov/water

Jesse Roach PE PhD, Director

Rick Carpenter, BDD Facility Manager

John Del Mar PE, Engineering Manager

Jonathan Montoya, Source of Supply Manager

Mike Moya, Transmission and Distribution Manager

Bill Schneider PG, Water Resources and Conservation Manager

MEMO

Date: February 28, 2023

To: PW-PUC/Finance/City Council

Via: Jesse Roach, Interim PUD/Water Division Director *JR*

From: Jonathan Montoya, Source of Supply Operations Manager

JM
JM

Re: Request approval 4-year agreement with Thatcher Company of Arizona for Water Treatment Chemicals; and approval of a Budget Adjustment Request/ Increase from Cash Balance.

ITEMS

Source of Supply staff is requesting approval of 4 year contract with Thatcher Chemical to procure chemicals for the treatment of drinking water at the Canyon Road Water Treatment Plant in the amount of 794,930.12 including nmgrt. Source of Supply is also requesting approval of accompanying BAR to fund partially fund this agreement for the remainder FY23.

SUMMARY

Due to an abundance of fall monsoonal run off and recent snow events, it is anticipated that that we will need to treat more water than previously predicted this fiscal year at the Canyon Road Water treatment plant. This increase in water production is necessary to allow for flexible operation of our reservoirs while maintaining enough storage space to accommodate spring runoff and maximize our resources on the Santa Fe river. This has also impacted our available funding for chemicals on our current PO's which at our current production rate will push the amounts over the \$60,000 threshold on most. Staff is requesting approval of a 4-year agreement with Thatcher Company of Arizona, utilizing the City of Tucson Arizona's RFP/Contract #212528 as our procurement method. This procurement meets the chemical needs for the Canyon Road Water Treatment Plant. Thatcher Chemical currently supplies a wide range of chemicals used for drinking treatment including Aluminum Sulfate, Sodium Carbonate and various polymers used in our treatment process. In addition, staff is also requesting approval of the accompanying BAR to fund this agreement thru the remainder of FY23.



City of Santa Fe Water

Agreement breakdown below,

- FY23-\$ 79,000 plus nmgrt
- FY24-\$236,000 plus nmgrt
- FY25-\$236,000 plus nmgrt
- FY26-\$236,000 plus nmgrt

PROCUREMENT METHOD:

The City of Santa Fe CRWTRP is utilizing the RFP # / Contract # 212528 from the City of Tucson, Arizona.

CONTRACT NUMBER:

The Munis contract number is 3203937.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Water Enterprise Fund/#500

Munis Org Name/Number: Source of Supply / #5050385

Munis Object Name/Number: Chemical Services / #510810

ACTION REQUESTED: RECOMMENDED ACTION

1. Please approve 4 year contract with Thatcher Chemical Company in the Amount of \$794,930.12 inclusive of nmgrt to procure chemicals for the treatment of drinking water at the Canyon Road Water treatment Plant.
2. Please approve accompanying BAR from the Water Enterprise Fund Cash Balance to the Water Division Source of Supply Operating Budget in the amount of \$71,500.

| | |
|-------------------------------------|--|
| Log # {Finance use <u>only</u> }: | |
| Batch # {Finance use <u>only</u> }: | |

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME PUD/ Water/ SOS | | | | | DATE 3/3/2023 | |
|---|---------|--------|---------|------------------------------|------------------------------|--|
| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE | |
| <u>EXPENDITURES</u> | | | | {enter as <u>positive</u> #} | {enter as <u>negative</u> #} | |
| Chemicals | 5050385 | 510810 | | 71,500 | | |
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| | | | | 71,500 | 0 | |
| <u>REVENUES</u> | | | | {enter as <u>negative</u> #} | {enter as <u>positive</u> #} | |
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| --Attach supporting documentation/memo | | | | \$ 71,500 | \$ - | |

| | | |
|---|--|-------------------------------------|
| Increase from Water Enterprise Cash Balance for the purchase of Water Treatment | {Complete section below if BAR results in a net change to ANY Fund} | |
| Chemicals for the remainder of FY 2023. | Fund(s) Affected | Fund Balance Increase/(Decrease) |
| | 505 | (71,500) |
| | | |
| | | |
| TOTAL: | | |

| | | | | |
|---|------------------|------------------------------|--------------------------------|----------------|
| Maya Martinez Prepared By {print name} | 3/3/2023 Date | CITY COUNCIL APPROVAL | Andy Hopkins Budget Officer | 3/3/23 Date |
| Division Director Signature {optional} | 3/3/2023 Date | City Council Approval Date | Finance Director {≤ \$5,000} | Date |
| Department Director Signature | Date | Agenda Item #: | City Manager {≤ \$60,000} | Date |



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203937

Contractor: Thatcher Company of Arizona

Description: Water Treatment Chemicals

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: upon approval Term End Date: 06/30/26

☒ Approved by Council Date: pending

Contract / Lease: FY 23 - \$79,000; FY 24, FY 25, FY 26 each \$236,000 plus grt Total \$794,930.12

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)
Original Contract \$794,930.12

3. **Procurement History:** _____

Andy Hopkins

Purchasing Officer Review:

Mar 16, 2023

Date:

Comment & Exceptions: Approval to utilize existing contract as a procurement method is attached.

4. **Funding Source:** Water Enterprise Fund

Org / Object: 5050385.510810

Andy Hopkins

Andy Hopkins (Mar 16, 2023 10:37 MDT)

Budget Officer Approval:

Mar 16, 2023

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 505-955-4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 6967 South River Gate Drive, #200 Salt Lake City UT 84047 | CONTACT NAME: Carolyn Maldonado PHONE (A/C, No. Ext): 801-290-3181 FAX (A/C, No): E-MAIL ADDRESS: Carolyn_Maldonado@ajg.com |
| INSURED Thatcher Company, Inc. P O Box 27407 Salt Lake City,, UT 84127 | INSURER(S) AFFORDING COVERAGE INSURER A: AIG Specialty Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburg INSURER C: New Hampshire Insurance Company INSURER D: INSURER E: INSURER F: |

COVERAGES**CERTIFICATE NUMBER:** 1287033362**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------------------------------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | EG14246248-04 | 4/1/2022 | 4/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION LEGAL \$ 1,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | CA4489610 | 4/1/2022 | 4/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| C | 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 <input type="checkbox"/> | N / A | WC015893603 | 4/1/2022 | 4/1/2023 | <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 |
| A | Pollution Liability GL/Pollution | | | EG14246248-04 | 4/1/2022 | 4/1/2023 | Limit Deductible Aggregate \$1,000,000 \$50,000 \$2,000,000 |

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

Verification of insurance subject to the terms and conditions of the policy

Named Insured's:

Thatcher Company, Inc.

Thatcher Group, Inc.

Thatcher Transportation, Inc.

Thatcher Company of Arizona, Inc.

Thatcher Company of California, Inc.

Thatcher Company of Montana, Inc.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage

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

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**ADDITIONAL R MARKS SCH DUL**Page 1 of 1

| | | | |
|--|----------|---|--|
| AG NCY Arthur J. Gallagher Risk Management Services, Inc. | | NAM D INSUR D Thatcher Company, Inc. P O Box 27407 Salt Lake City,, UT 84127 | |
| POLICY NUMB R | | | |
| CARRI R | NAIC COD | | |
| | | FF CTIV DAT : | |

ADDITIONAL R MARKS

THIS ADDITIONAL R MARKS FORM IS A SCH DUL TO ACORD FORM,
FORM NUMB R: 25 **FORM TITL :** CERTIFICATE OF LIABILITY INSURANCE

Thatcher Company of Nevada, Inc.
Thatcher Company of New York, Inc.
Thatcher Chemical of Florida, Inc.
Thatcher Pharmaceuticals, Inc.
Thatcher Company of North Dakota, Inc.

All carriers are rated A XV



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Thatcher Company of Arizona

Procurement Title: Water Treatment Chemicals - City of Tucson RFP/Contract #212528

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 Department Staff Name Jonathan Montoya

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 type="checkbox"/> | <input checked="" 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: _____ |

| | | |
|---|--------------------------|--------------|
| <u>Jonathan Montoya</u> Jonathan Montoya (Mar 3, 2023 10:29 MST) | Source of Supply Manager | 3/3/2023 |
| Public Utilities Dept / Jonathan Montoya, | | |
| Department Rep Printed Name (attesting that all information included) | Title | Date |
| | Contracts Supervisor | Mar 16, 2023 |
| Purchasing Officer (attesting that all information is reviewed) | Title | Date |

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

From: [MONTOYA, JONATHAN M.](#)
To: [MARTINEZ, MAYA E.](#); [CHAVEZ, JESSICA J.](#)
Subject: FW: Contract piggyback Question City of Santa Fe
Date: Tuesday, January 24, 2023 2:58:18 PM
Attachments: [image005.png](#)
[image001.png](#)

I'm just waiting for them to add the soda ash bags to the language which they said shouldn't take more than a week or two. See the links below with the contract docs.

From: Robert Dubel <Robert.Dubel@tchem.com>
Sent: Thursday, January 19, 2023 10:07 AM
To: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Subject: RE: Contract piggyback Question City of Santa Fe

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

Jonathan, yes this is a contract anyone can join at any time. Here are the resources for your review including the contract details and offerings:

Keep in mind we will need to add the soda ash bags with Tucson approval.

<https://www.omniapartners.com/publicsector/suppliers/thatcher-chemicals/contract-documentation#c39074>

<https://www.omniapartners.com/publicsector/contracts?contracts%5Bsearch%5D%5Bcategory%5D=83>

You can go to Omniapartners.com

1. Contracts
2. Brows by category> Water Treatment
3. Scroll down to find Thatcher v



Water Treatment Chemicals (Polymers and Misc.)

09/30/2023

09/30/2025

City of Tucson, AZ

Thank you!

Robert Dubel
Thatcher Company of Arizona/New Mexico
6321 South Rainbow Road
Buckeye, AZ 85326

Robert.dubel@tchem.com

Office 623-691-6499

Mobile 480-248-4748

www.tchem.com



From: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Sent: Thursday, January 19, 2023 9:09 AM
To: Robert Dubel <Robert.Dubel@tchem.com>
Subject: FW: Contract piggyback Question City of Santa Fe

Hello Robert, it looks like we may be able to use the contract you sent me. See the message I received from our purchasing folks

below. Would you be able to get me a copy of the actual contract and do you think Tucson will allow us to use their procurement contract for a piggyback?
Let me know.

Jonathan

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Wednesday, January 18, 2023 4:07 PM
To: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>; CHAVEZ, JESSICA J. <jjchavez@santafenm.gov>
Subject: RE: Contract piggyback Question

Jonathan

We could use the procurement and piggyback. We will need an actual copy of the agreement, it looks like these are the addendums. We will also need approval from the Entity and the contractor allowing and honoring the price in the contract.
m

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-699-1948
Fax 505-955-4275
mfmartinez@santafenm.gov



From: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Sent: Wednesday, January 18, 2023 4:02 PM
To: CHAVEZ, JESSICA J. <jjchavez@santafenm.gov>; MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Subject: Contract piggyback Question

Hi there, quick question are we allowed to piggyback off bids and contracts from other cities in other states? One of our chemical vendors is under contract with the City of Tucson, AZ. Attached is what they sent me.
Jonathan

From: Robert Dubel <Robert.Dubel@tchem.com>
Sent: Tuesday, January 17, 2023 2:52 PM
To: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Subject: RE: Jonathan Montoya Contact info

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

Here is the current Omnia contract offering. Let me know if it works and we need to add the Soda Ash Bags.

Thank you!

Robert Dubel
Thatcher Company of Arizona/New Mexico
6321 South Rainbow Road
Buckeye, AZ 85326

Robert.dubel@tchem.com

Office 623-691-6499
Mobile 480-248-4748
www.tchem.com



From: MONTOYA, JONATHAN M. <jmontoya@santafenm.gov>
Sent: Tuesday, January 17, 2023 2:50 PM
To: Robert Dubel <Robert.Dubel@tchem.com>
Subject: Jonathan Montoya Contact info

Jonathan Montoya

Source of Supply Operations Manager
City of Santa Fe, Source of Supply
1780 Canyon Road, Santa fe, NM, 87501
Office: 505-955-4373
jmontoya@santafenm.gov



The information contained in this e-mail message, and any attachments to it, contain confidential, proprietary, privileged, or otherwise secret information. If you are not the intended recipient, or believe that you may have received this email or attachments in error, any dissemination, use, review, distribution, printing or copying of the information contained in this e-mail message and any attachments to it are strictly prohibited. If you have received this communication in error, please notify us by reply e-mail or telephone and immediately and permanently delete the message and any attachments. Please include in your notice that the message and any attachments have been deleted. Thank you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2025

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

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

| | |
|--|--|
| PRODUCER Arthur J. Gallagher Risk Management Services, LLC 6967 S River Gate Dr Ste 200 Midvale UT 84047 | CONTACT NAME: Carolyn Maldonado PHONE (A/C, No, Ext): 801-290-3181 FAX (A/C, No): E-MAIL ADDRESS: certrequests@ajg.com |
| INSURED Thatcher Company, Inc. P O Box 27407 Salt Lake City, UT 84127 | INSURER(S) AFFORDING COVERAGE INSURER A: AIG Specialty Insurance Company INSURER B: New Hampshire Insurance Company INSURER C: National Union Fire Insurance Company of Pittsburg INSURER D: Ironshore Specialty Insurance Co INSURER E: INSURER F: |

COVERAGES**CERTIFICATE NUMBER:** 1913597927**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|----------|-----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | EG14246248-06 | 4/1/2024 | 6/30/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION LEGAL \$ 1,000,000 |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | 4489610 | 4/1/2025 | 4/1/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| D | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | XSCUW0030452500 | 4/1/2024 | 6/30/2025 | EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$ |
| B | 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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A | | WC13711863 | 4/1/2025 | 4/1/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |
| A | Pollution Liability GL/Pollution | | | EG14246248-06 | 4/1/2024 | 6/30/2025 | Limit Deductible Aggregate \$1,000,000 \$50,000 \$2,000,000 |

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

Verification of insurance subject to the terms and conditions of the policy

Named Insured's:

Thatcher Company, Inc.
Thatcher Group, Inc.
Thatcher Transportation, Inc.
Thatcher Company of Arizona, Inc.
Thatcher Company of California, Inc.
Thatcher Company of Montana, Inc.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
73 Paseo Real
Santa Fe NM 87507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

| | | |
|---|-----------|--|
| AGENCY Arthur J. Gallagher Risk Management Services, LLC | | NAMED INSURED Thatcher Company, Inc. P O Box 27407 Salt Lake City, UT 84127 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Thatcher Company of Nevada, Inc.
Thatcher Company of New York, Inc.
Thatcher Chemical of Florida, Inc.
Thatcher Pharmaceuticals, Inc.
Thatcher Company of North Dakota, Inc.

All carriers are rated A XV

City of Santa Fe, its representatives, agents and employees, are Additional Insured with respect to General Liability and Auto Liability. Coverage is Primary and non-contributory as long as no other insurance applies. Waiver of Subrogation applies in favor of Additional Insured with respect to General Liability.

ENDORSEMENT NO. 4

This endorsement, effective 12:01 AM, 4/1/2024

Forms a part of Policy No EG14246248-06

Issued to: THATCHER COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed as follows:

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

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

SCHEDULE

Name of Person or Organization:

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

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



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM, 04/01/2024

Forms a part of Policy No.: EG14246248-06

Issued to: THATCHER COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGES A, B AND E ADDITIONAL INSURED -
DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule below, but only with respect to **bodily injury, property damage, personal and advertising injury, environmental damage or emergency response costs** caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of **your work**; or
- B.** In connection with your premises owned by or rented to you.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR
WRITTEN AGREEMENT

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



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

POLICY NUMBER: **4489610**

**COMMERCIAL AUTO
CA 20 48 02 99**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| | |
|---|--|
| Endorsement Effective: 04/01/2025 | Countersigned By: (Authorized Representative) |
| Named Insured: THATCHER COMPANY, INC. | |

SCHEDULE

Name of Person(s) or Organization(s):
AS REQUIRED PER WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505

www.santafenm.gov/water

Jesse Roach PE PhD, Director

Rick Carpenter, BDD Facility Manager

John Del Mar PE, Engineering Manager

Jonathan Montoya, Source of Supply Manager



Mike Moya, Transmission and Distribution Manager


Bill Schneider PG, Water Resources and Conservation Manager

MEMO

Date: April 4, 2024

To: PW-PUC/Finance/City Council

Via: John Dupuis, PUD Director 
Jesse Roach, Water Division Director 

From: Jonathan Montoya, Source of Supply Operations Manager 

Re: Request amendment to Item #23-0157, Munis Contract # 3203937 Thatcher Chemical of Arizona inc.

ITEMS

Request for Approval Amendment No. 1 To Original Contract No. 23-0157 with Thatcher Chemical of Arizona Inc. to increase annual compensation up to \$500k per year and extend the term through April 19, 2027.

- Request for Approval of a Budget Adjustment Resolution from WATER CASH FUND to 5050385.510810 Chemical services in the total amount of \$177,428.00.

SUMMARY AND JUSTIFICATION

Source of Supply is requesting to increase the annual spending capacity of Munis Contract # 3203937 Thatcher Chemical to "up to" \$500k annually plus NMGR for the purchase and delivery of chemicals used for water treatment. I am also requesting an increase of 1 year to the term of this agreement making a valid through 4/19/2027. The intention of the increase to the annual spending limit is to allow for more treatment flexibility to maximize the water resource on the Santa Fe River. More recently snow events in conjunction with increased treatment to reduce the level in Nichols reservoir in preparation for dam construction and rehabilitation has nearly exhausted our current chemical contracts. It is anticipated that that we will need to treat more water than previously predicted this fiscal year at the Canyon Road Water treatment plant due to these circumstances. This has impacted our available funding for chemicals. At our current production rate this push us past the annual budget and purchasing limits of this agreement. This agreement was originally established in FY23 utilizing the City of Tucson Arizona's RFP/Contract #212528 as our procurement method. It is also noted that this pricing is provided via the Omnia Cooperative Pricing agreement (please see supporting documents). This procurement meets the chemical needs for the Canyon Road Water Treatment Plant. Thatcher Chemical currently supplies a wide range of chemicals used for drinking treatment including Aluminum Sulfate, Sodium Carbonate and various polymers used in our treatment process. In addition, staff is also requesting approval of the accompanying BAR to partially fund this agreement thru the remainder of FY24.



City of Santa Fe Water

RECOMMENDED ACTION

1. Please approve amendment to Munis Contract # 3203937 Thatcher Chemical company of Arizona increasing the annual capacity to \$500,000.00 per year for the remaining term. Total over years \$2,249,218.10 inclusive applicable NMGRT.
2. Please approve accompanying BAR from the Water Div. Fund To BU/LI 505085-510810 in the amount of \$177,427.50 to fund this agreement for the remainder of FY24.



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203937 Procurement # (RFP/ITB# If any): Cooperative

Contractor: Thatcher Company of Arizona

Procurement Method/Vehicle: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☒ Exempt ☐ SWPA/Existing ☐

Description/Title: Water Chemical Purchase

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: _____ Term End Date: 6/30/26 Total Contract Amount: \$794,930.12

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease:

1.b Amendment #: 1 to the Original Contract/Lease # 3203937

Increase/(Decrease) Amount \$: Increase \$3,784,069.88

Extend Expiration Date to: 4/19/2027

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

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

Original Contract Approval Item# 23-0157

3. Procurement History:

[Signature] Purchasing Officer Review: _____ Date: May 9, 2024
Comment & Exceptions: NMSA 1978, Section 13-1-135 - OMNIA Partners - Contract Number: 212528

4. Funding Source: Water enterprise fund Org / Object: 550385-510810
Andy Hopkins May 8, 2024

Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

5. Grant History (if applicable):

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: [Signature] Phone #: 505-811-1111

To be recorded by City Clerk: _____ Email: [Signature] [Signature] [Signature]

Clerk #: _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date Santa Fe NM
.906

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Thatcher Chemical of Arizona

Procurement/contract Title: Water chemicals

Procurement Method/Vehicle: ☐ Sole Source ☐ State Price Agreement/Existing ☐

Cooperative ☐ Request For Proposals(RFP) ☐ Invitation To Bid (ITB) ☐ Exempt: 13-1-98

☐ Small Purchase (Contract Under \$60,000) ☐ Other: _____

Requesting Department: PUDI SDS

Staff Name: Jonathan Martinez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

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

Jonathan Martinez
Department Point of Contact

SDS Sup.
Title

4/22/24
Date

[Signature]
Department Director

Date
May 9, 2024

[Signature]
Chief Procurement Officer

Date

ITT Representative

Title

Date

CoSF

Version 3 12.1.2023

Item# 24-0366
Munis Contract# 3203937
Original Contract Item# 23-0157
SWPA/GSA/Coop/RFP/ITB #: CRWTRP 212528

CITY OF SANTA FE
AMENDMENT No. 1 TO
General Services Contract 3203937
ITEM# 23-0157

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE General Services CONTRACT, dated April 19, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Thatcher Company of Arizona, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide Drinking Water Treatment Chemicals.

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

1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$3,784,069.88 so that Article 3, paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including New Mexico gross receipts tax, is not to exceed four million five hundred seventy-nine thousand dollars (\$4,579,000) for the term of this Agreement.

2. TERM:

Article 5 of the Contract is hereby deleted in its entirety and substitute the following Article 5 in its
CoSF Version 4 12.20.2023

place:


This Contract shall be effective when signed by the City and shall terminate on April 19, 2033.

3. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:


Alan Webber (Jun 4, 2024 17:15 MDT)

ALAN WEBBER, CITY MAYOR

DATE: Jun 4, 2024

CONTRACTOR:

Thatcher Company of Arizona, Inc.

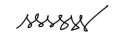


MICHAEL T. MITCHELL
PRESIDENT

DATE: April 18, 2024
CRS# 03036339000

Registration # 234552

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 05/29/24

XIV

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Apr 19, 2024 09:31 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4127 / FAX: (520) 791-4735
Patricia.Lucas@tucsonaz.gov
ISSUE DATE: February 13, 2024

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: ELEVEN (11)
PAGE 1 of 1
PL
CONTRACT OFFICER: PATTI LUCAS

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (): PRICE ADJUSTMENT


In accordance with Contract Special Terms and Conditions, Section 4, "Price Adjustment", the City hereby accepts the proposed price adjustment from the time period of February 1, 2024 through July 31, 2024. (Attachment A).

END OF ADDENDUM ITEMS

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona Inc

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE ADDENDUM

 2/26/2024
Signature of person authorized to sign Date

Michael T. Mitchell, President

Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.

Company Name

P. O. Box 27407

Address

mike.mitchell@tchem.com; wendy.richmond@tchem.com

Email Address

Salt Lake City UT 84127-0407

City State Zip

Contact information for Sales/Account
Representative for daily business operations:

Robert Dubel, Account Manager

Name and Title (typed or printed legibly)

(480) 248-4748

Phone Number

robert.dubel@tchem.com

Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM

IS HEREBY EXECUTED THIS 27th DAY

OF February, 2024, AT TUCSON, ARIZONA.

 for
Director of Business Services and not personally

212528-01: Pricing effective 2/1/2024 through 7/31/2024

| 0 | Description | Thatcher Part Number | Estimated Annual Quantity | UOM | National Freight Charge per mile* All Products per contract | Final Approved Price 1-31-24 |
|----|---|----------------------|---------------------------|---------------|---|------------------------------|
| 1. | Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is" lbs) 11.09 Density | 1115000 | 500,000 | Dry lbs | \$ 3.40 | \$ 0.28 |
| 2. | Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs | 2220000 | 25,000 | Dry lbs | \$ 3.40 | \$ 0.42 |
| | Soda Ash 50# Bag | 2220200 | 42,000 | Dry | \$ 3.40 | \$ 0.33 |
| 3. | Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs 11.27 Density | 2237050 | 900,000 | Dry lbs | \$ 3.40 | \$ 0.62 |
| 4. | Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal | 2434000 | 2,000,000 | Gallon | \$ 3.40 | \$ 3.77 |
| 5. | Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Wet Lbs | 1316000 | 85,000 | Wet Lbs | \$ 3.40 | \$ 0.21 |
| 6. | Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs. | 1153000 | 10,000 | Wet Lbs | \$ 3.40 | \$ 2.13 |
| 7. | 19% Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs. 7.72 Density | 1159000 | 10,000 | Dry Lbs | \$ 3.40 | \$ 1.64 |
| 8. | Chlorine Eastern Valve Minimum Shipping Quantity 24,000 LBS (Was 44,000 Lbs) | 1336309 | 10,000 | LBS (Not Gal) | \$ 3.40 | \$ 1.44 |
| 9. | Copper Sulfate Minimum Shipping Quantity 42,000 LBS | 1411201 | 10,000 | Dry Lbs | \$ 3.40 | \$ 2.07 |

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|------|--|---------|---------|-----------------------|---------|---------|
| 10A. | Ferric Sulfate 10% Iron Minimum Shipping Quantity 4,400 Dry Lbs (44,000 "as is" lbs) | 1551000 | 10,000 | Dry Lbs | \$ 3.40 | \$ 1.14 |
| 10B. | Ferric Sulfate 12% Iron Minimum Shipping Quantity 5280 Dry LBS (44,000 "as is" lbs) | 1555000 | 10,000 | Dry Lbs | \$ 3.40 | \$ 1.12 |
| 13. | Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS) | 1722000 | 10,000 | Dry lbs | \$ 3.40 | \$ 1.94 |
| 14. | Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs. | 1806000 | 10,000 | Dry lbs | \$ 3.40 | \$ 0.29 |
| 15. | Lime Hydrated Minimum Shipping Quantity 44,000 Lbs | 1803000 | 10,000 | Dry lbs | \$ 3.40 | \$ 0.33 |
| 18. | Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs | 2481000 | 10,000 | Wet lbs (Not Dry) | \$ 3.40 | \$ 0.63 |
| 19. | Polyphosphate Minimum Shipping Quantity 44,000 Lbs | 2586000 | 10,000 | Wet lbs (not Dry) | \$ 3.40 | \$ 0.91 |
| 24. | Sulfuric Acid Minimum Shipping Quantity 40,900 Dry Lbs (44,000 "as is" lbs) 15.26 Density | 2363000 | 10,000 | Dry lbs | \$ 3.40 | \$ 0.16 |
| 25. | Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.) | 1305000 | 10,000 | Dry lbs | \$ 3.40 | \$ 2.63 |
| 26. | Citric Acid Minimum Shipping Quantity 44,000 lbs | 1354000 | 10,000 | Wet lbs | \$ 3.40 | \$ 1.12 |
| 28. | Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060 lbs | 1730000 | 413,170 | Wet Lbs | \$ 3.40 | \$ 0.58 |
| 1. | Methanol 6.61 Density | 1877000 | 7,000 | Gal | \$ 3.40 | \$ 3.12 |

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|------|---|---------|--------|---------|--------------------|---------|
| 3. | T-Floc 1417 | 2448000 | 32,900 | Lbs | \$ 3.40 | \$ 1.67 |
| 6. | TI-2904 330lb Drum Minimum Shipping Quantity 4 drums | 2586100 | 5,280 | Wet Lbs | \$ 3.40 | \$ 2.29 |
| 7. | TI-2904 610lb Drum Minimum Shipping Quantity 4 drums | 2586101 | 9,760 | Wet Lbs | \$ 3.40 | \$ 2.29 |
| | | | | | | \$ - |
| | Products we are no longer bidding | | | | | |
| 10C. | Ferric Sulfate 13% Iron Minimum Shipping Quantity 5720 Dry Lbs (44,000 "as is" lbs.) | 1558000 | 10,000 | Dry Lbs | 3.4 | |
| 11. | Sodium Fluoride | | 10,000 | Dry lbs | 3.4 | |
| 12. | Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS) | 1722000 | 10,000 | Dry lbs | \$ 3.00 | |
| 16. | Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs | 1807050 | 10,000 | Dry lbs | 3.4 | |
| 17. | Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs | 2481000 | 10,000 | Wet lbs | \$ 3.00 | |
| 20. | Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs | 2087100 | 10,000 | Dry Lbs | 3.4 | |
| 21. | Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs | No Bid | 10,000 | Dry lbs | 3.4 | |

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|-----|---|-----------|---------|-------------------|---------|--|
| 22. | Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs | No Bid | 10,000 | Dry lbs | 3.4 | |
| 23. | Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs | 2348394 | 10,000 | Wet lbs (Net Dry) | 3.4 | |
| 27. | Liquid Oxygen Minimum Shipping Quantity | | 396,000 | Gal | 3.4 | |
| 0. | Mississippi Lime | No Bid | 48,000 | Lbs | \$ 3.40 | |
| 4. | Calcium Hypochlorite 2 5/8" Tabs | 1282260 | 48,000 | Dry Lbs | \$ 3.40 | |
| 5. | Anhydrous Ammonia Refridge grade | 1154000 | 18 | Lbs | \$ 3.40 | |
| 8. | T-Chlor 10% G-Bulk 4600/G Minimum Delivery | 2,433,000 | 12,000 | G-Bulk | 3.4 | |
| 9. | T-Chlor 10% 55G Drums 220/G Minimum Delivery | 2433100 | 1,100 | G-Drum | 3.4 | |
| 10. | Ferric Chloride 38-40% 3000/# Totes 9000/# minimum Delivery | 1546150 | 60,000 | Wet Lbs | 3.4 | |
| 11. | T-Floc 4063 450/# Drum 3600/# minimum Delivery | 2476100 | 3,600 | Wet Lbs | 3.4 | |
| 12. | Methanol 275G Drum \$25/G minimum delivery | 1877007 | 6,000 | Gallon | 3.4 | |

THATCHER COMPANY, INC.
P. O. Box 27407, Salt Lake City, UT 84127-0407



Phone (801) 972-4587
Fax (801) 972-4606

1/31/24

CITY OF SANTA FE

OMNIA CONTRACT PRICING UPDATE 2/1/24 THROUGH 7/31/24

Dear Jonathan:

Please find below the current price schedule for the product(s) you requested. If you have any questions, feel free to contact me any time at the number(s) listed below. Thank you in advance for your business.

Account Manager: Robert Dubel
Email: Robert.dubel@tchem.com
Office: 623-691-6499
Mobile: 480-248-4748

| Product Description | Product Code | Packaging | Min. Qty. | Price |
|----------------------------------|--------------|------------|--------------------------------|-------------------------------------|
| Aluminum Sulfate 8.3% | 1115000 | Dry # Bulk | 21483/# Dry or 44,000/# Wet | \$00.28/Dry # or \$00.1367/Wet # |
| Soda Ash Dense Bag | 2220200 | Dry # Bag | 42000/# | \$00.33/# |

Price Expires 7/31/24

Payment Terms: Net 30 days from date of shipment
Freight Terms: All products are priced FOB Delivery Point + FSC

*The prices listed on this quotation are subject to change without notice.
Please confirm your prices when placing your order.*