MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: October 12, 2026
Subject: Request for Approval of Excavation Services with Enviroworks, LLC of Edgewood, NM, at the Caja del Rio Landfill (Future Cells 12-14) under CES Contract No. 2024-03-C121-ALL (Solid Waste Management) in the Amount of $394,414.33

SUMMARY

The Agency requests the Board's approval to contract with Enviroworks of Edgewood, NM, to excavate 80,000 cubic yards of overburden from the future Cells 12-14 area at the Caja del Rio Landfill (Landfill).

Enviroworks' scope of work includes surveying, mass excavation, and on-site earthmoving of overburden, the soil layer above the basalt rock. Enviroworks will stockpile the excavated material in the Landfill's vertical expansion area (Cells 1-6) for daily and intermediate cover.

Under Cooperative Educational Services (CES) Contract No. 2024-03-C121-ALL (Solid Waste Management), Enviroworks' cost is $394,414.33.

Funding is available in 813.100700 (Cell Development Reserve Fund).

The anticipated excavation period is 30 days.

BACKGROUND

On April 16, 2026, the Board approved Amendment No. 1 to the Construction Agreement with Del Hur for basalt rock excavation (blasting) and rough subgrade preparation in future Cells 12–14, west of the current landfill disposal area. The amendment makes the Agency responsible for removing overburden prior to blasting.

Enviroworks' excavation will allow Del Hur to conduct two blasts, yielding approximately 6 months' worth of material for crushing and sales.

On October 5, 2026, Enviroworks submitted a cost proposal to remove 80,000 cubic yards of overburden for $394,414.33 under CES Contract No. 2024-03-C121-ALL (Solid Waste Management), as detailed in Attachment 2.

Enviroworks' cost proposal includes the following:

1) Bonds, insurance, mobilization, and demobilization.
2) Mass excavation of overburden material.
3) Surveying, site control for equipment, and pay quantities.

Enviroworks' CES contract remains valid through October 3, 2027.

ACTION REQUESTED

The Agency requests the Board's approval of excavation services with Enviroworks at the Landfill under CES Contract No. 2024-03-C121-ALL (Solid Waste Management) for $394,414.33.

The Agency also requests approval to increase the budget from 813.100700 (Cell Development Reserve Fund) to 8130875.572970 (WIP Construction) in the amount of $394,414.33.

Attachments:

1) Budget Adjustment Request
2) Enviroworks Cost Proposal
3) CES Contract No. 2024-03-C121-ALL (Solid Waste Management)

M:\Memo\Memo.101226.2

ATTACHMENT 1

Budget Adjustment Request

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

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

DEPARTMENT / DIVISION NAME	DATE
SFSWMA	10/9/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	8130875	572970		394,415	
				394,415	$ -

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

Excavation Services with Enviroworks, LLC of Edgewood, NM, at the Caja del Rio Landfill

(Future Cells 12-14) under CES Contract No. 2024-03-C121-ALL (Solid Waste Management)

Cash is available in 813.100700

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
813	(394,415)
TOTAL:	**(394,415)**

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

CITY COUNCIL APPROVAL

JPB
Approval Date

Agenda Item #:

Thomasina Chavez	**10/9/2026**		
Prepared By *{print name}*	Date	Budget Officer	Date
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

ATTACHMENT 2

Enviroworks Cost Proposal

Caja Del Rio Landfill
Overburden Removal & Hauling Proposal
Enviroworks, LLC
80,000 Cubic Yards

Item No.	Description	Quantity	Units	Unit Cost	Total Cost
1	Bonds, Insurance, Mobilization, Demobilization	1	LS	$29,342.65	$29,342.65
2	Mass Excavation of Overburden	80,000	CY	$4.08	$ 326,400.00
3	Surveying / Site Control / Pay Quantities	1	LS		$ 13,300.00
	TOTAL				**$369,042.65**
	New Mexico GRT		%	6.875%	$25,371.68
	GRAND TOTAL				**$394,414.33**

No water truck or dust control included
Includes Performance and Payment Bonds
Surveying includes site localization, model for site equipment, base survey, post-construction survey, and volume calcs

GORDIAN® | Job Order Contracting Core

Price Proposal - Cooperative Educational Services JOC for Solid Waste Management 2024-03-C121-ALL

This proposal was prepared exclusively for Cooperative Educational Services

Job Number:	26109
Job Name:	Caja Del Rio Landfill 80,000 CY of Overburden Removal
Contractor:	Enviroworks LLC
Date Created:	10/05/2026
Last Update:	10/05/2026
Proposal Value:	$394,414.33
Construction Procurement Catalog:	2026 Annual - SANTA FE, NM

Summary By Division

Division	Line Total
01 General Requirements	$29,342.65
01 General Requirements	$25,371.68
02 Existing Conditions	$13,300.00
31 Earthwork	$326,400.00

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
New Mexico Gross Receipts Tax	01 General Requirements	24.513700	$1,000.00	1.0350	$25,371.68

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
1	General Requirements	015436501600		Ea.	Mobilization or demobilization, delivery charge for equipment, hauled on 50-ton capacity towed trailer 50-ton capacity	$29,342.65

QTY	Unit Price	Factor	Total
11.089097	$2,556.60	1.0350	$29,342.65

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
2	General Requirements	Non-Prepriced		EA	New Mexico Gross Receipts Tax	$25,371.68

QTY	Unit Price	Factor	Total
24.513700	$1,000.00	1.0350	$25,371.68

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
3	Existing Conditions	022113161500		Total	Aerial surveys, 10 acres, incl. ground control, minimum fee Aerial surveying, including ground control, minimum fee, 10 acres	$13,300.00

					QTY	Unit Price	Factor	Total
					2.734093	$4,700.00	1.0350	$13,300.00
4	Earthwork	312316131346	B.C.Y.	Excavating, trench or continuous footing, common earth, 3 C.Y. excavator, 20' to 24' deep, excludes sheeting or dewatering 3 C.Y. excavator				$326,400.00
					QTY	Unit Price	Factor	Total
					88336.783989	$3.57	1.0350	$326,400.00

ATTACHMENT 3

CES Contract No. 2024-03-C121-ALL

(Solid Waste Management)

Cooperative Educational Services
CES

Contract Award Letter

October 04, 2023

Enviroworks LLC
5 Cinnamon Dr.
Edgewood, NM 87015

RE: Contract Award for:
2024-03-C121-ALL Solid Waste Management

Dear Procurement Partner

Cooperative Educational Services (CES) thanks you for responding to our 2024-03 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; beginning October 04, 2023 and expiring October 03, 2027, pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.

Sincerely yours,

Cooperative Educational Services

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

RFP NUMBER: 2024-03
RFP DESCRIPTION: Solid Waste Management
CONTRACT NUMBER: 2024-03-C121-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this 04th day of October 2023, to Enviroworks LLC, with its principal office located at 5 Cinnamon Dr., Edgewood, NM 87015, pursuant to the above referenced CES conducted Request for Proposal ("RFP") or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signators to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned ("Contract Holder") has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The initial contract term shall be from the effective contract award date October 04, 2023 through October 03, 2027. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with

Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member/Participating Entity in accordance with Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from the Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

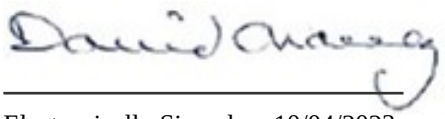
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or a Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

The Recitals are incorporated herein as contract terms.

Agreed effective the above date.

Cooperative Educational Services



Electronically Signed on 10/04/2023

Executive Director

Date: 10/04/2023

Enviroworks LLC

Nugget Grossetete

Electronically Signed on 10/04/2023

Managing Member

GENERAL SCOPE OF WORK AND SPECIFICATIONS

Category 1 – Lot 2 – Construction Services – Landfill, Transfer Station and Related

PART I INTRODUCTION

A. GENERAL

The products and equipment under this solicitation will be set forth in each individual Category's detailed specifications or detailed Scope of Work, as agreed upon by the CES Eligible Agency and the Contractor, and that is based on the product, services, or deliverables acquired through this solicitation. The CES General Terms and Conditions and Supplemental Construction Terms and Conditions are a part of this contract.

B. NOTICE

Price agreements resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-117 and NMSA, 1978, 13-1-153.

This RFP is an Open-Ended RFP: Open-ended RFP - CES, at its discretion may opt to allow a solicitation to be open-ended. An open-ended RFP allows for additional respondents after the initial RFP due date. Offerors may submit a response to an open-ended solicitation at any time the solicitation is open. An open-ended solicitation will remain open for submission of responses for the procurement of tangible personal property, services, and construction for a period of up to the expiration date of the original contract award. CES shall have the right to close/end an open-ended solicitation for submission at any time prior to the original contract award expiration date.

PART II SCOPE OF WORK AND SPECIFICATIONS

A. GENERAL SCOPE OF WORK ALL CATEGORIES AND LOTS

Any contract awarded under this solicitation is an indefinite quantity. All costs associated with preparing quotes/job orders/cost proposals shall be the responsibility of the contractor and must be based on the scope of work and in compliance with pricing submitted.

CES on behalf of its Members and Participating Entities is seeking licensed (as applicable), qualified, and experienced Vendor/Contractors to plan, design, and fully execute a complete and comprehensive program for the collection, management and disposal of all residential and commercial solid waste managed by CES Members and Participating Entities statewide. The Offeror must demonstrate through their response to this RFP that they possess the necessary qualifications, experience, resources, and capacity required to provide the required products and services within each of the regions that they propose to serve.

The General Scope of Work and Specifications shall apply to all Lots within this solicitation. The scope of work and minimum specifications in each lot defines the quality and characteristics of the desired commodities, and/or services. They are based on specifications from known acceptable providers, manufacturers, processes, materials and/or brands. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternative commodities solutions, or alternate manufacturers, which meet the quality and performance characteristics as required in the specifications. This is an indefinite quantity, indefinite dollar solicitation. CES reserves the right to review all proposals and make the final determination on the acceptance of any alternate commodities, solutions or manufacturers offered. The Offeror may respond one or all Lots.

Category 1 - Lot 2 – Construction Services – Landfill, Transfer Station and Related

1. Scope of Work

CES is seeking licensed, qualified contractor(s) in the State of New Mexico to provide solid waste landfill and solid waste transfer station construction, and related services. The Contractor will furnish all management, documentation, labor, materials, and equipment needed to perform and complete the scope of work stated for each individual project requested under this RFP. Contractor(s) shall demonstrate that they possess the licensure, expertise, capacity, and resources to provide these services to CES Eligible Agencies on an as-needed basis, per industry standards.

2. General Requirements

A. New Mexico Contractor license requirements:

1. GB-98 contractor may bid and contract as the prime contractor of a project that involves work authorized by the GB-98 license classification, regardless of the percentage of work in the mechanical/plumbing and/or electrical trades. The work outside the scope of the prime contractor's license classification(s) must be subcontracted to an entity validly licensed in the appropriate classification(s).
2. EE-98 Residential and commercial electrical**.** Requires four years' experience. Covers all electrical work, including work identified in less comprehensive electrical classifications, premises wiring systems 600 volts, nominal, or less, underground distribution raceway systems regardless of voltage, and wiring systems and terminations 600 volts, nominal, or less, except for additional work identified under the EL-1 classification. May bid and contract as the prime contractor of an entire project provided the electrical contractor's portion of the contract, based on dollar amount, is the major portion of the contract.
3. GS-8 Perform earthwork associated with or incidental to construction projects regulated by CID, using hand and power tools, machines that use air, fluids or other material under pressure, or heavy equipment, in such a manner that cutting, filling, excavating, grading, trenching, backfilling, boring and any similar excavating activity

can be executed; earthmoving, excavating and ditching activities applicable to the preparation and production of agriculture or maintenance of livestock on a farm or ranch are exempt from licensing requirements.

4. If subcontractors are used to perform these and other related services, they must possess valid New Mexico contractor licenses for the services they will perform.
5. Any contract awarded under this Lot is an indefinite-quantity contract. All costs associated with preparing quotes/job orders/cost proposals shall be the responsibility of the contractor and must be based on a detailed scope of work and in compliance with one of the approved pricing methodologies.
6. The Offeror must be willing and able to demonstrate its' knowledge, understanding and experience with dealing and working with drawings, specifications and general provisions of solid waste landfill and solid waste transfer station construction and related trades and utilities work which may be part of the project.
7. The Offeror must be willing, able and have the ability and capacity to include but not limited to, all labor, materials, equipment, design services, environmental engineering services, site inspection and preparation services and construction services. These services may be provided by the Offeror's own crews and staff or by subcontractors contracted and supervised by the Offeror. It should be noted that the level of the Offeror's involvement will depend on the Member's requirements.
8. For any project contracted under this RFP, the proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended.
9. The Offeror must possess a knowledge and understanding of all federal, state, and local government codes, regulations and requirements dealing with the construction of solid waste landfill and solid waste transfer station construction and related systems.
10. If any part of the design or construction work is to be performed by the CES Member or Participating Entity's architect and/or a third party not associated with the Offeror, the Offeror, prior to proceeding, must provide a signed affidavit stating that it has inspected and has accepted the work completed as meeting and/or exceeding manufacturer, industry and governmental standards and requirements. If the work is not acceptable, the Offeror must notify the Member immediately in writing stating what is not acceptable and on what this detail the reasons for the determination. was made.
11. By accepting a CES or CES Member or Participating Entity purchase order and executing the construction contract, the contractor acknowledges that he has visited the site, has familiarized himself with the local conditions under which the work is to be performed, and understands the scope of work as defined in the contract documents and the product specifications requested.
12. The cost for temporary utility services electrical, water, gas, etc., that is utilized during the construction process will be identified and agreed upon in writing by the CES Member or Participating Entity. Utility services (electrical, water, gas, etc.) utilized by the contractor to maintain a project office trailer, maintenance shop, storage facilities,

security lighting, etc., will be the responsibility of the contractor and can only be transferred to the CES Member or Participating Entity on written agreement specifically stating what contractor's utilities it will be responsible for. Copies of such agreements shall be provided to CES prior to a CES purchase order being issued.

13. The Offeror is responsible for ensuring that any the proposed project's design and construction drawings as a result of this RFP clearly indicate, identify and communicate the products, services and testing that must be provided to deal with existing site conditions and that the components and installation of systems are in accordance and comply with applicable federal, state and local rules and regulations including the State of New Mexico building codes and requirements.
14. All work will be in compliance with OSHA safety requirements and any additional applicable federal, state, or local safety requirements. When specifications or the scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the CES Member or Participating Entity representative of the situation. The contractor will not construct any sub-assemble, structure, or device or produce any condition that intentionally violates a health, safety or UBC code or safety standard.
15. The Offeror shall make its' own site visit to fully acquaint themselves with the construction site, existing facilities, and utilities, and shall fully understand the difficulties and restrictions attending the execution of the work under this RFP. Offeror shall advise the Member in writing and receive its' acceptance of any restrictions and/or anticipated difficulties prior to accepting a contract to do the individual project.
16. All material shall be guaranteed to the extent that:
    - Installed in accordance and the manufacturer's specifications.
    - Will perform as specified per the manufacturer's specifications.
17. The Contractor shall maintain accurate and complete records, files, and documents to include state and local laws, ordinances, rules, regulations, manufacturers' instructions, and recommendations which are necessary and related to the work to be performed.
18. The Contractor will clearly identify each individual product and service and its cost in accordance with the pricing methodology as allowed in this RFP. A detailed price and cost submittal with all options that need to be considered will be submitted to the CES Eligible Agency in the format required by this RFP.
19. Upon execution of a contract the prime Contractor for a project with a value Twenty-Five Thousand Dollars ($25,000) or more, shall provide AIA Document 312-2010 Performance and Payment bonds in an amount equal to one hundred percent (100%) of the Job Order Amount to CES Member or Participating Entity. These bonds will protect all persons supplying labor and materials and the performance of the prime Contractor for the work provided per the contract. The prime Contractor will deliver AIA Document 312-2010 performance and payment bonds in the name of the CES Member or Participating Entity at contract execution. Copies of the bonds must be provided to CES within five business days of the Contractor's receipt of the CES purchase order.
20.
21. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information to the CES Eligible Agency. The Contractor

will provide materials lists to include model, trade names and brand names and ratings (if applicable) for all materials necessary to complete the job. If CES or the CES Eligible Agency requests any information, the records and files will be made available to them.

22. On the acceptance of the project proposal, the Contractor and the CES Member or Participating Entity will need to create and file all required documents with CES, with all appropriate state and local governing authorities, and acquire permits and authorization. If required, the Contractor will complete and sign a CES third-party agreement between the buyer, Contractor, and Member or Participating Entity (owner). If an additional contract is completed between the Contractor and CES, the CES Member or Participating Entity, the Contractor will submit a copy of the signed contract along with its project and cost proposal to CES. CES will verify the pricing to be in accordance with the RFP pricing and will issue a CES purchase order to the Contractor.
23. The Contractor must provide the CES Member or Participating Entity with a complete scope of work which includes a description of the work to be performed by the Contractor, the subcontractor, and the owner prior to the issuance of a purchase order.
24. In any contract between the Contractor and CES Member or Participating Entity based on this RFP, the terms and conditions of the RFP will prevail.
25. The Contractor, upon receipt of the CES purchase order, will provide CES with a copy of any applicable performance and payment bonds for the Contractor and any subcontractors, finalized project timelines, schedules of values, the NMDWS paperwork and additional required documents.
26. The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties (a minimum of one (1) year), the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to CES and its Members and are in addition to and do not limit any rights afforded to CES and its Members by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

3. QUALITY CONTROL

1. The Offeror shall make its' own site visit to fully acquaint themselves with the service area, existing facilities, and utilities, and shall fully understand the difficulties and restrictions attending to the execution of the work under this RFP. The Offeror shall advise the CES Member or Participating Entity in writing and receive its' acceptance of any restrictions and/or anticipated difficulties prior to accepting a contract to provide the waste management services requested.
2. All products/materials shall be guaranteed to the extent that:
    i. Will perform as specified per the manufacturer's specifications.
3. Limited Warranty

i. The Offeror agrees that the products, supplies or services furnished shall be covered by the most favorable commercial warranties (a minimum of one (1) year) (as applicable) the Offeror gives for such to any customer for such products, supplies or services. Defective components will be repaired or replaced on a factory exchange basis. Exclusions include, but are not limited to, accidents, neglect, abuse, misuse, or natural disasters. Details available on request.

PRICING METHODOLOGIES –

RSMeans Construction Procurement Catalog Pricing Methodology

1. The Offeror responding to this Lot will be required to use the current version of the RSMeans Construction Procurement Catalog to prepare a cost proposal covered by this Lot.
    a. The RSMeans Construction Procurement Catalog pricing method is to be the primary method for pricing projects covered by this Lot.
    b. When utilizing the RSMeans Construction Procurement Catalog pricing methodology, there are options that can be established that will govern how individual construction cost items can affect and modify the individual item's costs as a global setting and will determine the actual item's cost that appears on the project's price proposal. All such options must be disclosed and noted within the Offeror's cost submittal response.
    c. The individual item's cost shown in the RSMeans Construction Procurement catalog indicates the materials, equipment, labor, overhead and profit that will be charged the Owner for the construction item.
    d. All products and services required to complete the project's detailed scope of work provided must be listed.
    e. The Contractor must, for each individual cost item shown on their cost proposal, identify any of the RSMeans factors that are applicable.
    f. A current edition of the RSMeans Construction Procurement Catalog shall be utilized for the response to the RFP. A new edition is published every quarter throughout the calendar year with adjustments and updates to reflect current material costs, equipment costs, labor rates, market conditions, etc., and are included in the new addition and will limit the need for item prices to be adjusted. If a price increase occurs during the year that significantly affects the industry, the Contractor may request CES' approval for an adjustment.
    g. The quantity or unity of measure, of a product or service must accurately represent the required need.
    h. A subtotal of all the items selected will be presented and the Contractor's multiplier/factor awarded for the region will be applied to arrive at the project cost.
    i. Contractor's RSMeans factor, as part of the Offeror's response to this Lot, it will propose a factor that will be applied to the RSMeans Construction Procurement

Catalog construction cost proposal to reflect the additional Contractor's costs to prepare for, mobilize, take possession of, secure and take control of the construction site, and to manage, supervise and complete all activities required by the project and the CES one and one quarter percent (1.25%) administrative fee.

j. **The Offeror's factor must include all general condition items and the CES one and one quarter percent (1.25%) administrative fee**.

k. Since all mobilizations, transportation and travel costs for both the contractor and its subcontractor's personnel are to be included in the Offeror's factor, if the Offeror intends to service CES procurement regions other than the region in which Offeror is located and intends to utilize subcontractor's that are not located in the CES procurement region where the project is located, the Offeror must take into consideration all of these variables and appropriately allow for them in its factor for each region it intends to serve.

l. The Offeror will propose a factor for each of the CES procurement regions it intends to serve. This factor will be expressed as a whole number plus three (3) decimals places. For example, if the Offeror proposes (0.925) and the project's construction quote/cost proposal subtotal is ten thousand ($10,000) dollars, then the calculation would be ($10,000 multiplied by 0.925 equals $9,250) total construction costs. If the Offeror proposes (1.125) and the project's construction quote/cost proposal subtotal is ten thousand ($10,000) dollars, then the calculation would be $10,000 multiplied by 1.125 would equal $11,250 for total construction costs.

m. The Offeror will propose the following factors for each CES procurement region it intends to service. The Offeror may propose factors that are the same for all regions or may vary between regions.

n. Provide Fixed Hourly Rates to be used in your Price Proposal as follows:

   i. Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday) (Outside Tribal Lands).

      1. One for work in normal hours when the total project cost (job order) in excess of $60,000, requiring state wage rates.
      2. One for work in normal hours when the total project cost (job order) is less than $60,000 and does not require state wage rates.

   ii. **Other Than Normal Working Hours (Defined as all hours not defined as normal hours above) (Outside Tribal Lands).**

      1. One for work in other than normal working hours when the total project cost (job order) in excess of $60,000, requiring state wage rates.
      2. One for work in other than normal working hours when the total project cost (job order) is less than $60,000 and does not require state wage rates.

   iii. **Project Funded by Federal Funds or on Tribal Lands Performed During Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday)**

1. One for work in normal working hours when the total project cost (job order) is in excess of $2,000, requiring federal wage rates.
2. One for work in normal working hours when the total project cost (job order) is less than$2,000 and does not require federal wage rates.

iv. **Project Funded by Federal Funds or on Tribal Lands Performed Outside Normal Working Hours (Defined as all hours not defined as normal hours above)**

1. One for work in other than normal working hours when the total project cost (job order) is in excess of $2,000, requiring federal wage rates.
2. One for work in other than normal working hours when the total project cost (job order) is less than $2,000 and does not require federal wage rates.

Note: Factors c) and d) are utilized for projects funded by federal funds and require Davis Bacon Wage Rates or for projects located on tribal lands.

3. Cost of permits, performance and payment bond costs, tribal taxes and New Mexico Gross Receipt Taxes are shown as separate line items on the cost proposal.
4. All adjustment factors are expressed as an increase or decrease from the published prices.
5. When offering an adjustment factor, the Offeror must include in its factor:
    a. All general cost (General Conditions) such as home office overhead; all types of insurance, fringe benefits, payroll taxes, worker's compensation etc.; site visits; project meetings and owner support services; project development; project office staff, supplies, equipment, and paperwork; inspection and testing fees; training; supervision; JOC System License Fee; project mobilization and close-out and other related costs.
    b. Plan Checking and Permit Fees: Include as part of the response any plan checking fee as charged by any municipality, county, or state government (or any other applicable entity or agency with jurisdiction over the project) for checking contract documents prior to obtaining a building permit. Include in your response all costs incurred for permits relating to this requirement.
    c. The Contractor cost for Payment and Performance Bonds shall be listed as a line item in each proposal in excess of $25,000.

Note: Offerors and Subcontractors whose home location is in one region and the project is in another must build into their adjustment factor the above costs associated for doing projects in other regions. No general conditions relating to the above items will be allowed in a project's proposal unless it is submitted and approved in advance by the CES Eligible Agency CES.

o. **Performance and Payment Bond Costs**
Required for construction projects over $25,000.00. This represents the cost the vendor incurs to provide a performance and payment bond to the Member for an individual project when it is required. The Offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate, that is, two percent (2%).

p. **Alternative Methods of Costing O/P**
Used for those items that cannot be priced using the RSMeans pricing method, including sole source items. Offeror is to indicate the percent of overhead, or markup, to be added to these costs to obtain the standard cost on which the CES discount can be taken to achieve the CES price.

q. **CES Discount off Alternative Costing**
To obtain CES prices for those items that cannot be priced using the JOC Core pricing method. This represents the Offeror's discount % that is taken off the standard cost to obtain the CES price. Example: an item costs $1,000, percent of profit and overhead of 20% equals standard price of $1,200, less the CES discount of 10% or $120 equals the CES price of 1,080.

r. **Discounts Provided on Price Lists and Catalogs**
This represents the average discount provided by the Offeror on stated prices.

s. **Offeror's Support for CES Pricing**
This is the same % Discount as Offeror has stated on the Mandatory Form in the RFP documents.

Other Costs

Discounts Provided on Price List or Catalogs – This represents the average discount provided by the Offeror on stated prices.

ATTACHMENT B
TO
ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

PRICING

All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.

A Price List/Pricing: The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES administration fee.

B New Technology and Products: New products or related services announced by manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other product(s); is substantially superior to the original product(s) offered; is discounted in a similar or to a greater degree; and if the product(s) meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

C Price Quote/Proposal: When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

D Price Reduction, Promotional and Special Pricing: A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

E Price Increases: Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove

such requests.

F Price Surcharges: Depending on current market conditions, surcharges may apply as approved by CES.

COST PROPOSAL

Lot 2 - Construction Services - Landfill, Transfer Station and Related | Solid Waste Management 2024-03 | Enviroworks LLC

Product Name	Product Description	Unit Of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Normal Hours Requiring State Wage Rates (Outside Tribal Land)	Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Mondays-Fridays),(Outside Tribal Land). Factor for work in normal hours when the total project cost is in excess of $60,000, requiring state wage rates.	Cost Adjustment Factor	1.035	1.035	1.035	1.035	1.035	1.035	1.035	1.035	1.035
Normal Hours Not Requiring State Wage Rates (Outside Tribal Land)	Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Mondays-Fridays),(Outside Tribal Land). Factor for work in normal hours when the total project cost is less than $60,000, not requiring state wage rates.	Cost Adjustment Factor	1.035	1.035	1.035	1.035	1.035	1.035	1.035	1.035	1.035
Other Than Normal Hours Requiring State Wage Rates (Outside Tribal Lands)	Other Than Normal Working Hours(Outside Tribal Land) (As defined in the RFP documents). Factor for work performed in other than normal hours when the total project cost is in excess of $60,000, requiring state wage rates.	Cost Adjustment Factor	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037
Other Than Normal Hours Not Requiring State Wage Rates (Outside Tribal Lands)	Other than Normal Working Hours (Outside Tribal Lands) (As defined in the RFP documents). Factor for work performed in other than normal hours when the total project cost is less than $60,000, not requiring state rates.	Cost Adjustment Factor	1.035	1.035	1.035	1.035	1.035	1.035	1.035	1.035	1.035
Project Funded by Federal Funds or on Tribal Land During Normal Working Hours	Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Mondays-Fridays). Factor for work in normal hours when project cost is in excess of $2,000, requiring federal wage rates and involves Federal Funds.	Cost Adjustment Factor	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
Project Funded by Federal Funds or on Tribal Land During Normal Working Hours	Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Mondays-Fridays). Factor for work in normal hours when project cost is less than $2,000, not requiring federal wage rates and involves Federal Funds.	Cost Adjustment Factor	1.035	1.035	1.035	1.035	1.035	1.035	1.035	1.035	1.035
Projects Funded by Federal Funds or on Tribal Lands Performed Outside Normal Working Hours	Other than Normal Working Hours (As defined in the RFP). Factor for work in other than normal working hours when project cost is in excess of $2,000, requiring federal wage rates and involves Federal Funds.	Cost Adjustment Factor	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15
Projects Funded by Federal Funds or on Tribal Lands Performed Outside Normal Working Hours	Other than Normal Working Hours (As defined in the RFP). Factor for work in other than normal working hours when project cost is less than $2,000, not requiring federal wage rates and involves Federal Funds.	Cost Adjustment Factor	1.035	1.035	1.035	1.035	1.035	1.035	1.035	1.035	1.035
Alternative Costing O/P	Alternative Methods of Costing - percent of overhead/markup and profit added to cost.	Percent	25 %	25 %	25 %	25 %	25 %	25 %	25 %	25 %	25 %
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost/overhead/markup/profit) Less Rate of Discount.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Average Discount Off Published Price	Percent of Discount off Printed/Published Price Sheets	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Performance & Payment Bond Cost	This represents the cost the vendor incurs to provide a performance and payment bond to the Member for an individual project when it is required. The Offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate, that is, two percent (2%).	Percent	3 %	3 %	3 %	3 %	3 %	3 %	3 %	3 %	3 %
Offeror's Support for CES Pricing	Offerors Support for CES Pricing. Percent of difference between CES price and individual entity price.	Percent	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %

Product Name	Product Description	Unit Of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Sorting Equipment	Percent of Discount off Printed/Published Price Sheets	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Landfill Liners	Percent of Discount off Printed/Published Price Sheets	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %