MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: November 15, 2026
Subject: Request for Approval of Amendment No. 1 to the Price Agreement with Quest Waste Management, LLC of Ferris, TX, for Leachate Collection System Inspection, Maintenance and Repairs for the Caja del Rio Landfill (ITB No. 26015)

SUMMARY

The Agency requests that the Board approve Amendment No. 1 (Amendment) to the Price Agreement (Agreement) with Quest Waste Management, LLC (Quest Waste Management), of Ferris, TX, for inspection, maintenance, and repairs of the leachate collection system at the Caja del Rio Landfill (Landfill).

The Amendment extends the term of the Agreement through November 20, 2027 (Year 2). Pursuant to Article 5, the Agreement may be renewed annually upon Board approval for a term not to exceed ten years.

The Amendment includes Quest Waste Management's updated pricing for items/services.

The Amendment also increases compensation by $30,000 for a total amount not to exceed $60,000.

Funding is available in 8100851.510250 – Landfill Compliance Services.

BACKGROUND

The Landfill has six disposal cells, each with a leachate collection riser that includes a leachate pump and various supporting components.

On August 19, 2025, the Agency issued Invitation to Bid (ITB) No. 26015 for leachate collection system inspection, maintenance, and repairs. Two firms responded to the ITB.

On November 20, 2025, the Board approved a Price Agreement with Quest Waste Management for $30,000. Quest Waste Management is factory-authorized and factory-trained to repair EPG's Sure Pump leachate pumping systems, including controls, that are installed at each leachate collection riser at the Landfill.

Amendment No. 1 will continue the following services:

- Conduct inspections of the leachate collection system at six riser locations at least twice annually.

- Perform routine preventive maintenance on the various components of the leachate collection system at least twice annually during inspections.

- Perform non-routine maintenance of components as needed.

The Agreement establishes services and equipment required to maintain the leachate collection system at the Landfill. This includes, but is not limited to, a single-phase, 230-volt, 60-hertz (generator-supplied) system; controls; high-density polyethylene (HDPE) fusion welding; various components (e.g., level sensors, flow meters); pump installation; and minor repairs to HDPE liners and associated piping.

ACTION REQUESTED

The Agency requests that the Board:

- Approve Amendment No. 1 to the Agreement with Quest Waste Management for inspection, maintenance, and repairs of the leachate collection system at the Landfill;

- Amend Quest Waste Management's unit pricing for items/services;

- Extend the term of the Agreement through November 20, 2027; and

- Increase compensation by $30,000 for a total not-to-exceed amount of $60,000.

Attachments:

1) Price Agreement with Quest Waste Management
2) ITB No. 26015 – Leachate Collection System Inspection, Maintenance and Repairs for the Caja del Rio Landfill (Without Appendices)

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ATTACHMENT 1

Amendment No. 1 – Price Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
QUEST WASTE MANAGEMENT, LLC
(Leachate Collection System Inspection, Maintenance and Repairs for the Caja del Rio Landfill – 2025)

This AMENDMENT No. 1 ("Amendment") to the PRICE AGREEMENT, dated November 20, 2025 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Quest Waste Management, LLC ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide parts and labor for the leachate collection system at the Caja del Rio Landfill as described in ITB No. 26015, and all terms, specifications, and conditions contained therein.

Pursuant to Article 24, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. ITEMS / SERVICES TO BE PROVIDED

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect the increase to Contractor's s unit pricing for items and services listed in Section 3 of Exhibit A of the Agreement so that Section 3 of Exhibit A referenced in Article 4 is deleted entirely and replaced with the Section 3 of Exhibit A attached hereto.

2. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement, is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on

November 20, 2027, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement 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 Agreement on the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

_____ _____
Lisa Cacari Stone Date:
Chairperson, Joint Powers Board

CONTRACTOR:

_____ _____
John P. Bernat Date:
Owner
Quest Waste Management, LLC

APPROVED AS TO FORM:

_____ _____
Nancy R. Long Date:
Agency Attorney

EXHIBIT A

Section 3. CONTRACTOR'S UNIT PRICING

3. CONTRACTOR'S UNIT PRICING

Leachate Collection System Inspection, Maintenance and Repairs

Description	Unit	Cost [1]
Inspection, Maintenance and Repair Hourly Labor Rate – Normal Service Hours	Per Hour	$125.00
Inspection, Maintenance and Repair Hourly Labor Rate – Overtime	Per Hour	$125.00
Mobilization/Trip Charge	Per Mile	$2.65
Fuel Surcharge	Per Mile	$0.37
Tool Usage	Per Trip	$75.00
Roundtrip Mileage (Portal to Portal)	Miles	1,360
Parts Discount off List/Catalog Pricing	Percent	0%

[1] Excludes NMGRT.

ATTACHMENT 2

Price Agreement
with
Quest Waste Management

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH
QUEST WASTE MANAGEMENT
(Leachate Collection System Inspection, Maintenance and Repairs for the Caja del Rio Landfill – 2025)

This PRICE AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Quest Waste Management, LLC of Ferris, TX ("Contractor") for leachate collection system inspection, maintenance and repairs for the Caja del Rio Landfill as described in ITB No. 26015 and below. This Agreement shall be effective as of the date it is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 26015 and all terms, specifications and conditions, contained therein and Contractor's response for the cost of items and services submitted thereto, all of which are incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. DEFINITIONS

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506.

C. "Items" means tangible goods or tangible items of personal property required for Agency operations. All items are to be new and of the most current production, unless otherwise specified.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement, which requires Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the City of Santa Fe Central Purchasing Division on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services exclude professional services that are typically performed by a person holding a license, such as engineering, architecture, or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

4. <u>ITEMS / SERVICES TO BE PROVIDED</u>

A. Price of Items and Services. Section 3 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject to this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service

described in Exhibit A. All Purchase Orders for items and services issued hereunder must reference the Purchase Order number, Price Agreement number and ITB No. 26015.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. 26015, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip that itemizes the materials and quantities delivered, including packaging, the Purchase Order number, Price Agreement number, and the Agency facility.

2) Delivery shall be made within three (3) business days of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this timeframe or if the complete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such items or services to any customers. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

6. PAYMENTS

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

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed promptly, at Contractor's risk and expense, upon receipt of notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the services or items

have been accepted in writing by the Agency. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receipt of the services or items, the Agency shall issue a written certification of complete or partial acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed to have been accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the City of Santa Fe Central Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for

payment of taxes and fees levied by the State of New Mexico and the federal government on the sums payable under this Agreement.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 20, 2026, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually if agreed upon by the Agency and Contractor.

9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. TERMINATION

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days' prior written notice to Contractor of the date of termination ("Notice of Termination"). Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

11. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor, its agents, and its employees are independent contractors performing product delivery services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

A. Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not

employ or contract with anyone in the performance of this Agreement who has any such conflict ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial DisclosuresAct.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the sole discretion of the Agency, serving the needs of the Agency adequately.

15. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

16. NON-COLLUSION

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

17. RELEASE

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

18. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of $1,000,000 for each occurrence and $2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than thirty (30) days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $1,000,000 combined single limit for each accident.

19. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors,

or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

20. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

21. THIRD-PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.

22. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

23. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

24. AMENDMENT

This Agreement may only be amended by mutual agreement of the Agency and Contractor. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

25. INTEGRATION

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's items and services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

26. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

27. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

28. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below, to the parties at the following addresses:

AGENCY:
Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswma.org

CONTRACTOR:
John P. Bernat
Owner
Quest Waste Management, LLC
4142 FM 660
Ferris, TX 75125
Email: jbernat@questwm.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email

stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

29. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia (Nov 20, 2025 17:47:39 MST)

Lee Garcia
Chairperson

11/20/25
Date:

CONTRACTOR:

John Bernat
John Bernat (Nov 18, 2025 11:16:34 CST)

John P. Bernat
Owner
Quest Waste Management, LLC

11/18/25
Date:

APPROVED AS TO FORM:

Nancy Long (Nov 18, 2025 09:55:[illegible] MST)

Nancy R. Long
Agency Attorney

11/18/25
Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. 26015

1. GENERAL CONDITIONS

A. This Agreement is established to provide services and equipment required to maintain the leachate collection system at the Caja del Rio Landfill. This includes, but is not limited to, a single-phase, 230 Volt, 60 Hertz (supplied via generator) system, controls, high-density polyethylene (HDPE) fusion welding, various components (e.g., level sensors, flow meters), purchasing and installing pumps, and any small repair of HDPE liners and associated piping.

B. Contractor shall be factory authorized and trained to repair EPG Companies' Sure Pump Leachate pumping systems, including controls.

C. Inspection and maintenance will be performed a minimum of twice per year. Maintenance will include inspecting six leachate extraction point risers, which involves checking control boxes and components, recording system settings, verifying system voltages and pump amperages, assessing discharge pipe and headwall conditions, measuring leachate levels, and replacing desiccant dryer elements as needed. Removing pumps from the risers may be required.

D. The Agency is responsible for determining when the non-routine services of Contractor are needed. Upon determination by authorized personnel of the need for non-routine services, Contractor will be contacted and informed of the work to be performed.

E. Contractor shall evaluate the situation or problem when directed and provide an estimate that details the proposed work, itemized in hours, prices, and materials with descriptions and estimated costs. Agency personnel may assist with basic evaluations as directed by

Contractor and when deemed appropriate. After approval by the Agency, Contractor shall carry out the necessary work or repairs and submit invoices that specify the time, labor charges, and the parts or materials used.

F. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.

G. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency.

H. Upon completion of each inspection, the routine preventative maintenance or the non-routine maintenance Contractor shall provide a report including, but not limited to, a summary of the work performed, condition of each riser location, summary of recommendations, meter readings (e.g., amperage, voltage, etc.), panel/pump settings, and field sheets.

I. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty, whichever is longer. Warranty shall cover replacement of the item and required labor when necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for a period of 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to the provisions of the contract. No used parts/materials shall be installed in any Agency-owned or operated equipment, unless

approved otherwise. Work shall be performed in a neat, workmanlike manner to be approved or directed by the Agency.

J. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for the removal of any debris created during the work performed. Disposal is allowable at the Caja del Rio Landfill, assuming the material is not considered a hazardous or unauthorized waste. Hazardous and unauthorized waste generated during the work performed is the responsibility of Contractor.

K. Contractor shall provide all necessary invoices of material purchased with a complete description of the material purchased. Catalog numbers and the item's cost are insufficient. Invoices will include the signature of an authorized Contractor representative. Written notification, including the nature of the work performed and any other necessary information to expedite invoice processing, shall be submitted to the Agency for review, approval and payment within a 14-calendar day timeframe.

L. Services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday.

M. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (Holidays and non-holidays) shall be approved by the Agency in advance.

N. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

O. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Section 3 of Exhibit A of this Agreement, Number of

Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

P. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), project location, Contractor's applicable labor rates set forth in Section 3 of Exhibit A of this Agreement, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

Q. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractor’s direct cost for those purchases as listed in Exhibit A of the contract. A copy of the supplier's invoice must be submitted to the Agency for payment.

R. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.

S. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of the job. The Agency reserves the right to determine the number of helpers to be dispatched.

T. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

2. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may result in payment delays.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: AccountsPayable@sfswma.org

3. CONTRACTOR'S UNIT PRICING

Leachate Collection System Inspection, Maintenance and Repairs

Description	Unit	Cost [(1)]
Inspection, Maintenance and Repair Hourly Labor Rate – Normal Service Hours	Per Hour	$120.00
Inspection, Maintenance and Repair Hourly Labor Rate – Overtime	Per Hour	$120.00
Mobilization/Trip Charge	Per Mile	$2.44
Fuel Surcharge	Per Mile	$0.08
Tool Usage	Per Trip	$75.00
Roundtrip Mileage (Portal to Portal)	Miles	1,360
Parts Discount off List/Catalog Pricing	Percent	0%

(1) Excludes NMGRT.