

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director <sup>RLK</sup>  
**Date:** June 15, 2025  
**Subject:** Request for Approval of Amendment No. 2 to the Price Agreement with Allied Electric, Inc. of Santa Fe, NM, for On-Call Electrical Services (ITB No. 24068)

## SUMMARY

The Agency is requesting the Board approve Amendment No. 2 (Amendment) to the Price Agreement (Agreement) with Allied Electric for on-call electrical services.

Per the Amendment, Allied Electric has agreed to extend the terms of the Agreement for an additional year, extending until June 24, 2027, under the same pricing and conditions. In accordance with Article 8, the Agreement may be renewed annually for a maximum duration of ten years, subject to approval by the Board.

The Amendment provides for continuing on-call electrical services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT) facilities.

Funding is available from:

- 8100851.520100 (Repair and Maintenance Buildings/Structures – Landfill)
- 8100852.520100 (Repair and Maintenance Buildings/Structures – BuRRT)

## BACKGROUND

On May 15, 2024, the Agency issued Invitation to Bid No. 24068 (ITB) to secure pricing for on-call electrical services.

On June 20, 2024, the Board awarded the ITB, via Price Agreement, to Allied Electric, Inc. of Santa Fe, NM.

On June 18, 2025, the Board approved Amendment No. 1 to extend the Agreement for a second year through June 24, 2026, at the same pricing and conditions.

The ITB does not commit the Agency to a fixed quantity of on-call electrical services. Instead, it allows the Agency to procure electrical services as needed.

## ACTION REQUESTED

The Agency requests the Board approve Amendment No. 2 to the Price Agreement with Allied Electric for on-call electrical services.

Attachments:

- 1) Amendment No. 2 - Price Agreement with Allied Electric
- 2) Amendment No. 1 - Price Agreement with Allied Electric
- 3) Price Agreement with Allied Electric

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**ATTACHMENT 1**

Amendment No. 2 – Price Agreement with Allied Electric

**ATTACHMENT 2**

Amendment No. 1 – Price Agreement with Allied Electric

**ATTACHMENT 3**

Price Agreement with Allied Electric

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT NO. 2  
PRICE AGREEMENT WITH  
ALLIED ELECTRIC, INC.  
(On-Call Electrical Services - 2024)**

This AMENDMENT No. 2 (“Amendment”) to the PRICE AGREEMENT, dated June 24, 2024 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Allied Electric, Inc. (“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 on-call electrical services as described in ITB No. 24068, 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. 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 June 24, 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.

**2. 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. 2 to the Agreement on the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Lisa Cacari Stone  
Chair, Joint Powers Board

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

**CONTRACTOR:**

\_\_\_\_\_  
George Maestas  
Vice President  
Allied Electric, Inc.

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT NO. 1  
PRICE AGREEMENT WITH  
ALLIED ELECTRIC, INC.  
(On-Call Electrical Services - 2024)**

This AMENDMENT No. 1 (“Amendment”) to the PRICE AGREEMENT dated June 24, 2024 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Allied Electric, Inc. (“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 on-call electrical services as described in ITB No. 24068, 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. 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 June 24, 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.

**2. 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 to the Agreement on the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

  
\_\_\_\_\_  
Lee Garcia  
Chair, Joint Powers Board

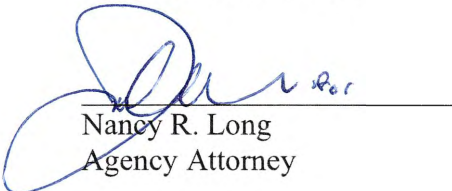
6-18-2025  
Date:

**CONTRACTOR:**

  
\_\_\_\_\_  
George Maestas  
Vice President  
Allied Electric, Inc.

06/18/2025  
Date:

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

06/18/2025  
Date:

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PRICE AGREEMENT  
WITH ALLIED ELECTRIC, INC.  
(On-Call Electrical Services – 2024)**

This PRICE AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Allied Electric, Inc. ("Contractor") for on-call electrical services as described in ITB No. 24068 and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

**1. SCOPE OF AGREEMENT**

The items to be provided under this Agreement are set forth in ITB No. 24068 and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is 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 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

- C. "Items" means tangible goods or tangible items of personal property required for Agency operations. All items are to be new and of 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 Purchasing Department 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 excludes 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. **ITEMS / SERVICES TO BE PROVIDED**

- A. Price of Items and Services. Section 4 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 of 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 and Price Agreement number ITB 24068.

- 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. 24068, 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 which itemizes materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.
- 2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the compete 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 to any customers for such items or services. 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, at Contractor's risk and expense, promptly after 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 the receipt of 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 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 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 June 20, 2025, 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 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 that has any such conflict of interest.

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

**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:** George Maestas  
Vice President  
Allied Electric, Inc.  
P.O. Box 28430  
Santa Fe, NM 87592-8430  
Email: george@alliednm.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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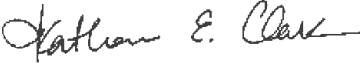
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:**


  
Camilla Bustamante (Jun 24, 2024 11:20 MDT)  
Camilla Bustamante  
Chairperson

06/24/24  
\_\_\_\_\_  
Date:

**ATTEST:**


  
\_\_\_\_\_  
Katharine E. Clark  
Santa Fe County Clerk

**CONTRACTOR:**

  
George Maestas (Jun 17, 2024 15:50 MDT)  
George Maestas  
Vice President  
Allied Electric, Inc.

06/17/24  
\_\_\_\_\_  
Date:

**APPROVED AS TO FORM:**

  
Nancy Long (Jul 16, 2024 14:46 MDT)  
\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

06/16/24  
\_\_\_\_\_  
Date:

**EXHIBIT A**

## ITEMS / SERVICES TO BE PROVIDED

### ITB No. 23068

#### 1. GENERAL CONDITIONS

- A. This Agreement is established to provide on-call electrical services for the Agency hereinafter referred to as services. The Agency owns and leases multiple buildings and electrical equipment listed in Section 3 of Exhibit A that may require a licensed Contractor to provide electrical services. However, the Agency may require services for new buildings and equipment in the future. Thus, the list of buildings and equipment may be revised through by notice of Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.
- B. Contractor shall be an electrical Contractor properly licensed as an EE98 for Segment I in Section 4 of Exhibit A and EL1 for Segment II in Section 4 of Exhibit A by the State of New Mexico and able to perform electrical services for the Agency in situations where Agency employees are unable to respond to the Agency's electrical needs.
- C. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair electrical malfunctions, to install new electrical equipment, or to modify existing electrical equipment as necessary to maintain Agency buildings as requested by the Agency. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, etc.) shall be included in the labor costs by Contractor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

- D. The Agency is responsible for determining when the services of Contractor are needed.
- E. Contractor shall assess the situation/problem and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.
- F. If the work is an emergency, Contractor shall immediately stabilize the site, then provide an estimate, including the work required to stabilize the situation. 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 to stabilize an emergency situation.
- H. The Agency reserves the right to specify electrical components and devices (parts) for all facilities and/or Agency owned and operated equipment.
- I. Contractor shall respond by dispatching an electrician to the indicated site within four (4) hours after being contacted by the Agency, or within two (2) hours if an emergency situation exists, or within any previously arranged time specified for scheduled maintenance. In the event that the primary Contractor is unable to respond within the required time, the Agency shall have the right to obtain the required services from the secondary Contractor or another source. Repeated failures to respond within the required time may be cause for cancellation of the contract.

Repeated failures to respond is defined as more than three (3) times within any four-week period.

- J. 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 such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated property. All materials provided by Contractor shall be UL listed. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.
- K. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contractor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.
- L. The Agency may require Contractor to install poles, transformers and other various aerial work. In addition, the Agency may require Contractor to excavate, and install conduit and various underground splices and installations. For purposes of clarity, Contractor of Segment I - Medium Voltage Commercial & Industrial will be expected to work with voltages ranging from less than 12 volts to 600 volts. Contractor of Segment II - High Voltage Electrical Distribution System including Transmission Lines will be expected to work with voltages ranging from 601 volts

to greater than 12,400 volts.

- M. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.
- N. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.
- O. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.
- P. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.
- Q. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.
- R. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's Unit Pricing of Section 4 of Exhibit A, Number of Hours to be worked, any Parts/Supplies (if applicable), and Rented Equipment (if applicable), plus the applicable NMGR listed as a separate item.

- S. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's Unit Pricing of Section 4 of Exhibit A, Number of Hours Worked, and any Parts/Supplies/Materials (if applicable), and Rented Equipment (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.
- T. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractor's direct cost for those purchases as listed in Items 5 and 11 of Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.
- U. If materials must be special ordered and/or shipped from outside the Santa Fe area, the Agency will pay shipping costs fees as listed in Items 5 and 11 of Section 4 of Exhibit A if such orders are approved in writing by the Agency in advance.
- V. The use of only one Journeyman Electrician 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 job. Any apprentices/electrician helpers shall be in compliance with State of New Mexico CID ratio of one journeyman to three apprentices/helpers. The Agency reserves the right to determine how many helpers shall be dispatched.

- W. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work unless the equipment is regarded as specialized. Where specialized equipment must be rented, the Agency will reimburse Contractor for rental costs as listed in Items 5 and 11 of Section 4 of Exhibit A. A copy of the rental company's invoice must be submitted to the Agency for payment.
- X. Contractor shall have the ability to provide supplemental power generation equipment by either rental or Contractor owned, in cases of emergency and/or building shut-downs which will require supplemental power generation.
- Y. If materials must be special ordered and/or shipped from outside the Santa Fe area, the Agency will pay shipping costs fees as listed in Items 5 and 11 of Section 4 of Exhibit A

**2. BILLING LOCATION AND CONTACT**

- A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.
- B. The billing address is as follows:

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

### 3. LIST OF BUILDINGS AND EQUIPMENT

Caja del Rio Landfill  
149 Wildlife Way  
Santa Fe, NM 87506

- Scale House (HVAC, lights, scales, security cameras, etc.)
- Administration Building (offices, HVAC, lights, etc.)
- Pump House (pumps, etc.)
- Maintenance Building/Shop (offices, HVAC, lights, security cameras, shop equipment, overhead crane, etc.)
- Portable Buildings (lights, etc.)
- Leachate Pumps (pumps, etc.)
- Effluent Pond (pumps, etc.)
- Landfill Gas System (flare ignition switch, blowers, pumps, control panel, etc.)
- Transformer(s)

Buckman Road Recycling and Transfer Station  
(BuRRT)  
2600 Buckman Road  
Santa Fe, NM 87507

- Scale House (HVAC, lights, scales, security cameras, etc.)
- Administration Building (offices, HVAC, lights, electrical room, etc.)
- Transfer Station (exhaust fans, lights, overhead doors, etc.)
- Glass Pulverizer System (motors, control panel, etc.)
- Baling Building (motors, control panels, lights, overhead doors, etc.)
- MRF (HVAC, lights, motors, control panels, etc.)
- HHW (HVAC, lights, exhaust fans, overhead electric heaters, etc.)
- Transformer(s)

4. CONTRACTOR'S UNIT PRICING

*SEGMENT I: Medium Voltage Commercial & Industrial  
Requires EE98 License*

<u>Labor</u>	<u>Description</u>	<u>*Hourly Labor Cost</u>
Item 1.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	\$ <u>110.00</u>
Item 2.	Apprentices/Helpers 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	\$ <u>70.00</u>
Item 3.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	\$ <u>140.00</u>
Item 4.	Apprentices/Helpers 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	\$ <u>90.00</u>
<p>*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, excluding NMGRT.</p>		
Item 5.	Discount off Parts, Supplies & Materials, excluding NMGRT	<u>0%</u>
Item 6.	Mileage Rate – Contractor's location to work site, excluding NMGRT	\$ <u>2.15</u>

**SEGMENT II: High Voltage electrical distribution system including transmission lines  
Requires EE98 and EL1 License  
This Segment is for services greater than 600 volts**

<u>Labor</u>	<u>Description</u>	<u>*Hourly Labor Cost</u>
Item 7.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	\$ <u>No Bid</u>
Item 8.	Apprentices/Helpers 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	\$ <u>No Bid</u>
Item 9.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	\$ <u>No Bid</u>
Item 10.	Apprentices/Helpers 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	\$ <u>No Bid</u>
*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, excluding NMGRT.		
Item 11.	Discount off Parts, Supplies & Materials, excluding NMGRT	<u>No Bid %</u>
Item 12.	Mileage Rate – Contractor’s location to work site, excluding NMGRT	\$ <u>No Bid</u>