

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director *RLK*
Date: March 16, 2026
Subject: Request for Approval of Amendment No. 1 to the Price Agreements for Off-Road Heavy Equipment Repairs – Parts and Labor – with Multiple Vendors (ITB No. 25110)

SUMMARY

The Agency is requesting the Board approve Amendment No. 1 (Amendment) to the Price Agreements (Agreements) under ITB No. 25110 with the following vendors:

- Desert Greens Equipment, Inc., Albuquerque, NM
- Dyson Ventures d/b/a Iron Horse Welding, LLC, Albuquerque, NM
- Power Equipment Company, Albuquerque, NM
- Tarpomatic, Inc., Canton, OH
- Wagner Equipment Company, Albuquerque, NM

Per the Amendment, Desert Greens Equipment, Power Equipment Company, Tarpomatic, and Wagner Equipment Company have agreed to extend the term of their Agreements under the same pricing, specifications, and conditions. The Amendment also includes Power Equipment Company's change of signatory authority and notice.

Per the Amendment, Iron Horse Welding has agreed to extend the term of their Agreement under the same specifications and conditions. The Amendment includes Iron Horse Welding's updated pricing for repair services.

The Amendment extends the terms of the Agreements for a second year through March 20, 2027. Per Article 8, the Agreements can be renewed annually upon Board approval, for up to 10 years.

The Amendment continues the delivery of parts and labor for the Agency's off-road heavy equipment at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT).

Invitation to Bid No. 25110 (ITB) does not commit the Agency to a definite quantity or specific dollar value of parts and labor; instead, the ITB allows the Agency to procure parts and labor as needed.

Funding is available from:

- 8100851.520400 (Repair and Maintenance, Machine and Equipment – Landfill)
- 8100852.520400 (Repair and Maintenance, Machine and Equipment – BuRRT)

BACKGROUND

On January 31, 2025, the Agency issued ITB No. 25110 to secure pricing for off-road heavy equipment repairs with multiple vendors.

On March 20, 2025, the Board awarded the ITB, via Price Agreements, to:

- Desert Greens Equipment, Inc.
- Dyson Ventures d/b/a Iron Horse Welding, LLC
- Power Equipment Company
- Tarpomatic, Inc.
- Wagner Equipment Company

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 1 to the Price Agreements under ITB 25110 for off-road heavy equipment repairs (parts and labor) with multiple vendors.

Attachments:

- 1) Desert Greens Equipment
Amendment No. 1 – Price Agreement
Price Agreement (ITB No. 25110)
- 2) Dyson Ventures dba Iron Horse Welding
Amendment No. 1 – Price Agreement
Price Agreement (ITB No. 25110)
- 3) Power Equipment
Amendment No. 1 – Price Agreement
Price Agreement (ITB No. 25110)
- 4) Tarpomatic, Inc.
Amendment No. 1 – Price Agreement
Price Agreement (ITB No. 25110)
- 5) Wagner Equipment Company
Amendment No. 1 – Price Agreement
Price Agreement (ITB No. 25110)

ATTACHMENT 1
Desert Greens Equipment

Amendment No. 1 – Price Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
DESERT GREENS EQUIPMENT, INC.
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2025)**

This AMENDMENT No. 1 (“Amendment”) to the PRICE AGREEMENT, dated March 20, 2025 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Desert Greens Equipment, 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 an indefinite quantity of parts and labor for off-road heavy equipment repairs on an as-needed basis at the same price, and upon the terms, specifications and conditions as described in ITB No. 25110.

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 March 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 four 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. 1 to the Agreement on the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lisa Cacari Stone
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Adam Cherry
Vice President
Desert Greens Equipment, Inc.

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

Price Agreement (ITB No. 25110)

ITEM # 25-0113

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH DESERT GREENS EQUIPMENT, INC.
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT ("Agreement") is made and entered into this 20th day of March 2025, by the Santa Fe Solid Waste Management Agency ("the Agency") and Desert Greens Equipment, Inc. ("Contractor") for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 25110 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 all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

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. Unless otherwise specified, all items are to be new and of most current production.
- 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 the Contractor to provide product(s) to the Agency.
- F. "Purchase Order" means a fully executed purchase document issued by the 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 who 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. **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 to purchase 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.

- 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. 25110, 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, 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 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 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 or 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 Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving 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 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 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 March 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 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 adequately serving the Agency's needs, at the sole discretion of the Agency.

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 that it has not, either directly or indirectly, taken action to restrain 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 (3) 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 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 upon written notice by either party to the other. 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:

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: Adam Cherry
General Manager
Desert Greens Equipment, Inc.
4850 Pan American East Fwy NE
Albuquerque, NM 87109
Email: adam@desertgreensequipment.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:**

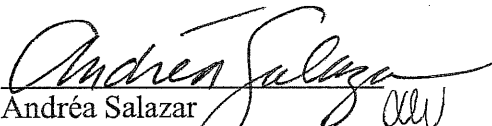


Lee Garcia (Mar 22, 2025 17:02 MDT)
Lee Garcia
Chairperson

22/03/2025


Date:

ATTEST:



Andrea Salazar
Santa Fe City Clerk

CONTRACTOR:




Adam Cherry (Mar 18, 2025 13:22 MDT)
Adam Cherry
General Manager
Desert Greens Equipment, Inc.

18/03/2025

Date:

APPROVED AS TO FORM:



Nancy Long (Mar 18, 2025 13:21 MDT)
Nancy R. Long
Agency Attorney

18/03/2025

Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. 25110

1. GENERAL CONDITIONS

- A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.
- B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the 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.
- C. The Agency is responsible for determining when the services of Contractor are needed.
- D. Contractor shall assess the situation/problem, when directed, 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.
- E. 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.

- F. 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 situation.
- G. 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 equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.
- H. 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.
- I. 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.

- J. 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.
- K. 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.
- L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.
- M. 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.
- N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.
- O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, 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.
- P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

- Q. 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.
- R. 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 job. The Agency reserves the right to determine how many helpers shall be dispatched.
- S. 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 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: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: AccountsPayable@sfswma.org

3. LIST OF OFF-ROAD HEAVY EQUIPMENT

Covered	Not Covered	Year/Make/Model/Description
	X	2007 Caterpillar 826H Landfill Compactor
	X	2015 Caterpillar 836K Landfill Compactor
	X	2020 Caterpillar 836K Landfill Compactor
	X	1997 Caterpillar D8R Waste Handler Dozer
	X	2019 Caterpillar D8T Waste Handler Dozer
	X	2022 Caterpillar D8T Waste Handler Dozer
	X	2003 Caterpillar 623G Wheel Tractor-Scraper
	X	2005 Caterpillar 623G Wheel Tractor-Scraper
	X	2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control
	X	2003 Caterpillar 621G Water Wagon 8,000-gallon
	X	2002 Caterpillar 613C Water Wagon 5000-gallon
	X	2004 Caterpillar 613C Water Wagon 5,000-gallon
	X	1992 Caterpillar 140G Motor Grader
	X	2002 Caterpillar 140H Motor Grader
	X	1997 Caterpillar 950F Wheel Loader
	X	2007 Caterpillar 307C Excavator
	X	2016 Caterpillar 308E Excavator
	X	2022 Caterpillar 308CR Excavator
	X	2005 Caterpillar 242B Skid Steer Loader
	X	2012 Volvo L35B Wheel Loader
	X	2012 Volvo L110G Wheel Loader
	X	2016 Volvo L110H Wheel Loader
	X	2019 Volvo L110H Wheel Loader
	X	Tarpomatic Machine, Spools and Tarps (2)

Covered	Not Covered	Year/Make/Model/Description
	X	2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine)
	X	2017 Toyota Forklift
	X	2014 Toyota 8FGU30 Forklift
	X	1994 Hyster Forklift
	X	Eagle Tire Cutter Tuff Cut
	X	Eagle Tire De-Rimmer
X		2022 John Deere 5090E Tractor
	X	1985 Broce T20 Street Broom (Ford Engine)
	X	2006 Godwin Water Pump (John Deere Engine)
	X	MultiQuip Generator (Kubota Engine)
	X	MadVac Litter Vacuum
	X	Ingersoll Rand Air Compressors
	X	Tyco Fire Suppression System on Select Equipment
	X	All Case Equipment
	X	All Caterpillar Equipment
	X	All Komatsu Equipment
	X	All Volvo Equipment

Additional manufactured/brands supported by Desert Greens Equipment.

- John Deere agricultural, commercial, and consumer equipment includes John Deere green tractors, implements, utility vehicles, and mowers. (Desert Greens Equipment is not a John Deere heavy equipment/construction dealer.)
- Stihl portable power equipment.
- EZGO electric and gas vehicles.

4. **CONTRACTOR'S UNIT PRICING**

Desert Greens Equipment, Inc.

Contact: Adam Cherry
Address: 4850 Pan American East Fwy NE
 Albuquerque, NM 87109

Phone: (505) 822-0311
Email: adam@desertgreensequipment.com

Service Labor Class	Service Labor Rate/Hour	Emergency Service Labor Rate/Hour
Shop Service Technician	\$109.00	N/A
Field Service Technician	\$109.00 + \$100.00 On Site Fee	N/A
Shop Mechanic	\$109.00	N/A
Field Mechanic	\$109.00 + \$100.00 On Site Fee	N/A
Shop Laborer	\$109.00	N/A
Field Laborer	N/A	N/A
Machinist	N/A	N/A
Fabricator	N/A	N/A
Parts		
Discount off Parts	10%	
Miscellaneous Charges and Travel		
Machine Cleaning	\$250 (Lump Sum)	
Trip Charge (if not included in field labor rates)	\$5.00/mile	

ATTACHMENT 2

Dyson Ventures dba Iron Horse Welding

Amendment No. 1 – Price Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
IRON HORSE WELDING, LLC
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2025)**

This AMENDMENT No. 1 (“Amendment”) to the PRICE AGREEMENT, dated March 20, 2025 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Dyson Ventures d/b/a Iron Horse Welding 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 off-road heavy equipment repairs as described in ITB No. 25110, 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 unit pricing for items and services listed in Section 4 of Exhibit A of the Agreement so that Section 4 of Exhibit A referenced in Article 4 is deleted entirely and replaced with the Section 4 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

March 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 four 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
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Frederick Dyson
Principal
Iron Horse Welding, LLC

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

Section 4. CONTRACTOR'S UNIT PRICING

4. CONTRACTOR'S UNIT PRICING

Dyson Ventures dba Iron Horse Welding LLC

Contact: Frederick Dyson
Address: 5024 Broadway Blvd SE
 Albuquerque, NM 87105

Phone: (505)873-4008
Email: sales@ihweld.com

Service Labor Class	Service Labor Rate/Hour	Emergency Service Labor Rate/Hour
Shop Service Technician	\$174.99	\$199.99
Field Service Technician	\$165.00	\$214.00
Shop Mechanic	\$155.00	\$199.99
Field Mechanic	\$165.00	\$214.00
Shop Laborer	\$100.00	\$155.00
Field Laborer	\$100.00	\$155.00
Machinist	\$145.00	\$199.99
Fabricator	\$145.00	\$199.99
Parts		
Discount off Parts	10% below OEM or better	
Miscellaneous Charges and Travel		
Machine Cleaning	N/A	
Trip Charge (If not included in field labor rates)	\$3.25/mile (All miles traveled)	

Price Agreement (ITB No. 25110)

ITEM # 25-0114

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH IRON HORSE WELDING LLC
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT (“Agreement”) is made and entered into this 20th day of March 2025 by the Santa Fe Solid Waste Management Agency (“the Agency”) and Dyson Ventures d/b/a Iron Horse Welding LLC (“Contractor”) for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 25110 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 all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

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. Unless otherwise specified, all items are to be new and of most current production.
- 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 the Contractor to provide product(s) to the Agency.
- F. "Purchase Order" means a fully executed purchase document issued by the 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 who 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. **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 to purchase 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.

- 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. 25110, 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, 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 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 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 or 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 Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving 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 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 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 March 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 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 adequately serving the Agency's needs, at the sole discretion of the Agency.

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 that it has not, either directly or indirectly, taken action to restrain 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 (3) 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 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 upon written notice by either party to the other. 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:

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

CONTRACTOR: Frederick Dyson
Principal
Iron Horse Welding LLC
5025 Broadway Blvd SE
Albuquerque, NM 87105
Email: sales@ihweld.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**

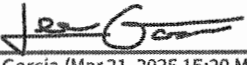
Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation,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

Remainder of Page Intentionally Left Blank

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

below.

**SANTA FE SOLID WASTE
MANAGEMENT AGENCY:**



Lee Garcia (Mar 21, 2025 15:20 MDT)
Lee Garcia
Chairperson

03/21/25


Date:

ATTEST:



Andreea Salazar
Santa Fe City Clerk

CONTRACTOR:




Frederick Dyson (Mar 18, 2025 11:39 MDT)
Frederick Dyson
Principal
Iron Horse Welding LLC

03/18/25

Date:

APPROVED AS TO FORM:



Nancy R. Long (Mar 18, 2025 08:23 MDT)
Nancy R. Long
Agency Attorney

03/18/25

Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. 25110

1. GENERAL CONDITIONS

- A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.
- B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the 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.
- C. The Agency is responsible for determining when the services of Contractor are needed.
- D. Contractor shall assess the situation/problem, when directed, 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.
- E. 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.

- F. 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 situation.
- G. 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 equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.
- H. 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.
- I. 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.

- J. 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.
- K. 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.
- L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.
- M. 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.
- N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.
- O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, 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.
- P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

- Q. 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.
- R. 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 job. The Agency reserves the right to determine how many helpers shall be dispatched.
- S. 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 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: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: AccountsPayable@sfswma.org

3. LIST OF OFF-ROAD HEAVY EQUIPMENT

Covered	Not Covered	Year/Make/Model/Description
X		2007 Caterpillar 826H Landfill Compactor
X		2015 Caterpillar 836K Landfill Compactor
X		2020 Caterpillar 836K Landfill Compactor
X		1997 Caterpillar D8R Waste Handler Dozer
X		2019 Caterpillar D8T Waste Handler Dozer
X		2022 Caterpillar D8T Waste Handler Dozer
X		2003 Caterpillar 623G Wheel Tractor-Scraper
X		2005 Caterpillar 623G Wheel Tractor-Scraper
X		2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control
X		2003 Caterpillar 621G Water Wagon 8,000-gallon
X		2002 Caterpillar 613C Water Wagon 5000-gallon
X		2004 Caterpillar 613C Water Wagon 5,000-gallon
X		1992 Caterpillar 140G Motor Grader
X		2002 Caterpillar 140H Motor Grader
X		1997 Caterpillar 950F Wheel Loader
X		2007 Caterpillar 307C Excavator
X		2016 Caterpillar 308E Excavator
X		2022 Caterpillar 308CR Excavator
X		2005 Caterpillar 242B Skid Steer Loader
X		2012 Volvo L35B Wheel Loader
X		2012 Volvo L110G Wheel Loader
X		2016 Volvo L110H Wheel Loader
X		2019 Volvo L110H Wheel Loader
X		Tarpomatic Machine, Spools and Tarps (2)

Covered	Not Covered	Year/Make/Model/Description
X		2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine)
X		2017 Toyota Forklift
X		2014 Toyota 8FGU30 Forklift
X		1994 Hyster Forklift
X		Eagle Tire Cutter Tuff Cut
X		Eagle Tire De-Rimmer
X		2022 John Deere 5090E Tractor
X		1985 Broce T20 Street Broom (Ford Engine)
X		2006 Godwin Water Pump (John Deere Engine)
X		MultiQuip Generator (Kubota Engine)
X		MadVac Litter Vacuum
X		Ingersoll Rand Air Compressors
X		Tyco Fire Suppression System on Select Equipment
X		All Case Equipment
X		All Caterpillar Equipment
X		All Komatsu Equipment
X		All Volvo Equipment

Additional manufacturers/brands supported by Iron Horse Welding

- All commercial grade trucks and trailers
 - Vehicle classes - 6, 7 and 8
- Wide range of heavy equipment

4. CONTRACTOR'S UNIT PRICING

Iron Horse Welding LLC

Contact: Frederick Dyson
Address: 5024 Broadway Blvd SE
 Albuquerque, NM 87105

Phone: (505)873-4008
Email: sales@ihweld.com

Service Labor Class	Service Labor Rate/Hour	Emergency Service Labor Rate/Hour
Shop Service Technician	\$155.00	\$163.00
Field Service Technician	\$165.00	\$187.00
Shop Mechanic	\$155.00	\$163.00
Field Mechanic	\$165.00	\$187.00
Shop Laborer	\$100.00	\$105.00
Field Laborer	\$100.00	\$125.00
Machinist	\$145.00	\$179.00
Fabricator	\$145.00	\$179.00
Parts		
Discount off Parts	0%	
Miscellaneous Charges and Travel		
Machine Cleaning	N/A	
Trip Charge (if not included in field labor rates)	\$3.25/mile	

ATTACHMENT 3

Power Equipment

Amendment No. 1 – Price Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
POWER EQUIPMENT COMPANY
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2025)**

This AMENDMENT No. 1 (“Amendment”) to the PRICE AGREEMENT, dated March 20, 2025 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Power Equipment Company (“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 an indefinite quantity of parts and labor for off-road heavy equipment repairs on an as-needed basis at the same price, and upon the terms, specifications and conditions as described in ITB No. 25110.

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 March 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 four 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. NOTICES

Article 28, Notices of the Agreement is amended to change the notice information for the Contractor, so that Article 28 reads in its entirety as follows:

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:

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

CONTRACTOR: Mr. Angelo Romero
Parts Manager
Power Equipment Company
721 Candelaria Road NE
Albuquerque, NM 87107
Email: aromo@power-equip.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.

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
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Angelo Romero
Parts Manager
Power Equipment Company

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

Price Agreement (ITB No. 25110)

ITEM # 25-0111

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH POWER EQUIPMENT COMPANY
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT (“Agreement”) is made and entered into this 20th day of March 2025, by the Santa Fe Solid Waste Management Agency (“the Agency”) and Power Equipment Company (“Contractor”) for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 25110 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 all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

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. Unless otherwise specified, all items are to be new and of most current production.
- 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 the Contractor to provide product(s) to the Agency.
- F. "Purchase Order" means a fully executed purchase document issued by the 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 who 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. **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 to purchase 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.

- 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. 25110, 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, 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 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 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 or 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 Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving 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 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 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 March 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 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 adequately serving the Agency's needs, at the sole discretion of the Agency.

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 that it has not, either directly or indirectly, taken action to restrain 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 (3) 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 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 upon written notice by either party to the other. 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:

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: Bruce Stats
Branch Manager
Power Equipment Company
721 Candelaria Road NE
Albuquerque, NM 87107
Email: bstats@power-equip.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.

Remainder of Page Intentionally Left Blank

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

**SANTA FE SOLID WASTE
MANAGEMENT AGENCY:**




Lee Garcia (Mar 21, 2025 15:16 MDT)
Lee Garcia
Chairperson

03/21/25


Date:

ATTEST:



Andreea Salazar
Santa Fe City Clerk

CONTRACTOR:




Bruce Stats (Mar 16, 2025 07:14 MDT)
Bruce Stats
Branch Manager
Power Equipment Company

03/16/25

Date:

APPROVED AS TO FORM:



Nancy Long (Mar 15, 2025 15:33 MDT)
Nancy R. Long
Agency Attorney

03/15/25

Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. 25110

1. GENERAL CONDITIONS

- A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.
- B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the 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.
- C. The Agency is responsible for determining when the services of Contractor are needed.
- D. Contractor shall assess the situation/problem, when directed, 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.
- E. 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.

- F. 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 situation.
- G. 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 equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.
- H. 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.
- I. 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.

- J. 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.
- K. 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.
- L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.
- M. 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.
- N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.
- O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, 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.
- P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

- Q. 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.
- R. 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 job. The Agency reserves the right to determine how many helpers shall be dispatched.
- S. 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 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: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: AccountsPayable@sfswwa.org

3. LIST OF OFF-ROAD HEAVY EQUIPMENT

Covered	Not Covered	Year/Make/Model/Description
	X	2007 Caterpillar 826H Landfill Compactor
	X	2015 Caterpillar 836K Landfill Compactor
	X	2020 Caterpillar 836K Landfill Compactor
	X	1997 Caterpillar D8R Waste Handler Dozer
	X	2019 Caterpillar D8T Waste Handler Dozer
	X	2022 Caterpillar D8T Waste Handler Dozer
	X	2003 Caterpillar 623G Wheel Tractor-Scraper
	X	2005 Caterpillar 623G Wheel Tractor-Scraper
	X	2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control
	X	2003 Caterpillar 621G Water Wagon 8,000-gallon
	X	2002 Caterpillar 613C Water Wagon 5000-gallon
	X	2004 Caterpillar 613C Water Wagon 5,000-gallon
	X	1992 Caterpillar 140G Motor Grader
	X	2002 Caterpillar 140H Motor Grader
	X	1997 Caterpillar 950F Wheel Loader
	X	2007 Caterpillar 307C Excavator
	X	2016 Caterpillar 308E Excavator
	X	2022 Caterpillar 308CR Excavator
	X	2005 Caterpillar 242B Skid Steer Loader
X		2012 Volvo L35B Wheel Loader
X		2012 Volvo L110G Wheel Loader
X		2016 Volvo L110H Wheel Loader
X		2019 Volvo L110H Wheel Loader
	X	Tarpomatic Machine, Spools and Tarps (2)

Covered	Not Covered	Year/Make/Model/Description
X		2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine)
	X	2017 Toyota Forklift
	X	2014 Toyota 8FGU30 Forklift
	X	1994 Hyster Forklift
	X	Eagle Tire Cutter Tuff Cut
	X	Eagle Tire De-Rimmer
	X	2022 John Deere 5090E Tractor
	X	1985 Broce T20 Street Broom (Ford Engine)
X		2006 Godwin Water Pump (John Deere Engine)
X		MultiQuip Generator (Kubota Engine)
	X	MadVac Litter Vacuum
	X	Ingersoll Rand Air Compressors
	X	Tyco Fire Suppression System on Select Equipment
	X	All Case Equipment
	X	All Caterpillar Equipment
	X	All Komatsu Equipment
X		All Volvo Equipment

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4. **CONTRACTOR'S UNIT PRICING**

Power Equipment Company

Contact: Bruce Stats
Address: 721 Candelaria Road
 Albuquerque, NM 87107

Phone: (505) 400-8501
Email: bstats@power-equip.com

Service Labor Class	Service Labor Rate/Hour	Emergency Service Labor Rate/Hour
Shop Service Technician	\$219.00	\$260.00
Field Service Technician	\$244.00	\$288.00
Shop Mechanic	\$219.00	\$260.00
Field Mechanic	\$244.00	\$288.00
Shop Laborer	\$210.00	\$250.00
Field Laborer	\$220.00	\$280.00
Machinist	\$219.00	\$288.00
Fabricator	\$244.00	\$288.00
Parts		
Discount off Parts	7%	
Miscellaneous Charges and Travel		
Machine Cleaning	\$200 (Lump Sum)	
Trip Charge (if not included in field labor rates)	\$4.50/mile	

ATTACHMENT 4

Tarpomatic, Inc.

Amendment No. 1 – Price Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
TARPOMATIC, INC.
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2025)**

This AMENDMENT No. 1 (“Amendment”) to the PRICE AGREEMENT, dated March 20, 2025 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Tarpomatic, 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 an indefinite quantity of parts and labor for off-road heavy equipment repairs on an as-needed basis at the same price, and upon the terms, specifications and conditions as described in ITB No. 25110.

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 March 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 four 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. 1 to the Agreement on the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lisa Cacari Stone
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Marlon Yarborough
Sales and Marketing Manager
Tarpomatic, Inc.

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

Price Agreement (ITB No. 25110)

ITEM # 25-0112

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH TARPOMATIC, INC.
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT (“Agreement”) is made and entered into this 20th day of March 2025, by the Santa Fe Solid Waste Management Agency (“the Agency”) and Tarpomatic, Inc. (“Contractor”) for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 25110 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 all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

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. Unless otherwise specified, all items are to be new and of most current production.
- 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 the Contractor to provide product(s) to the Agency.
- F. "Purchase Order" means a fully executed purchase document issued by the 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 who 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. **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 to purchase 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.

- 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. 25110, 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, packaging, Purchase Order number, Price Agreement number and Agency facility.
- 2) Delivery shall be made within two weeks of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the competitor's 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 or 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 Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving 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 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 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 March 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 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 adequately serving the Agency's needs, at the sole discretion of the Agency.

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 that it has not, either directly or indirectly, taken action to restrain 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 (3) 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 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 upon written notice by either party to the other. 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:

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: Marlon Yarborough
Sales and Marketing Manager
Tarpomatic, Inc.
512 45th Street SW
Canton, OH 44706
Email: marlonyarborough@tarpomatic.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:**

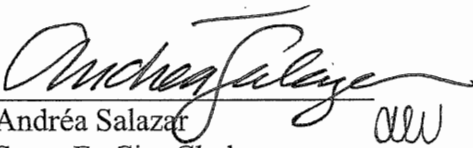


Lee Garcia (Mar 21, 2025 15:19 MDT)
Lee Garcia
Chairperson

21/03/2025

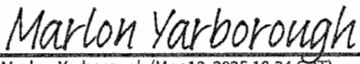
Date:

ATTEST:



Andréa Salazar
Santa Fe City Clerk

CONTRACTOR:

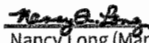


Marlon Yarborough (Mar 18, 2025 18:34 CDT)
Marlon Yarborough
Sales and Marketing Manager
Tarpomatic, Inc.

18/03/2025

Date:

APPROVED AS TO FORM:



Nancy Long (Mar 18, 2025 16:57 MDT)
Nancy R. Long
Agency Attorney

18/03/2025

Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. 25110

1. GENERAL CONDITIONS

- A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.
- B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the 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.
- C. The Agency is responsible for determining when the services of Contractor are needed.
- D. Contractor shall assess the situation/problem, when directed, 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.
- E. 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.

- F. 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 situation.
- G. 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 equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.
- H. 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.
- I. 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.

- J. 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.
- K. 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.
- L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.
- M. 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.
- N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.
- O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, 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.
- P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

- Q. 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.
- R. 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 job. The Agency reserves the right to determine how many helpers shall be dispatched.
- S. 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 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: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: AccountsPayable@sfswma.org

3. LIST OF OFF-ROAD HEAVY EQUIPMENT

Covered	Not Covered	Year/Make/Model/Description
	X	2007 Caterpillar 826H Landfill Compactor
	X	2015 Caterpillar 836K Landfill Compactor
	X	2020 Caterpillar 836K Landfill Compactor
	X	1997 Caterpillar D8R Waste Handler Dozer
	X	2019 Caterpillar D8T Waste Handler Dozer
	X	2022 Caterpillar D8T Waste Handler Dozer
	X	2003 Caterpillar 623G Wheel Tractor-Scraper
	X	2005 Caterpillar 623G Wheel Tractor-Scraper
	X	2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control
	X	2003 Caterpillar 621G Water Wagon 8,000-gallon
	X	2002 Caterpillar 613C Water Wagon 5000-gallon
	X	2004 Caterpillar 613C Water Wagon 5,000-gallon
	X	1992 Caterpillar 140G Motor Grader
	X	2002 Caterpillar 140H Motor Grader
	X	1997 Caterpillar 950F Wheel Loader
	X	2007 Caterpillar 307C Excavator
	X	2016 Caterpillar 308E Excavator
	X	2022 Caterpillar 308CR Excavator
	X	2005 Caterpillar 242B Skid Steer Loader
	X	2012 Volvo L35B Wheel Loader
	X	2012 Volvo L110G Wheel Loader
	X	2016 Volvo L110H Wheel Loader
	X	2019 Volvo L110H Wheel Loader
X		Tarpomatic Machine

Covered	Not Covered	Year/Make/Model/Description
	X	2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine)
	X	2017 Toyota Forklift
	X	2014 Toyota 8FGU30 Forklift
	X	1994 Hyster Forklift
	X	Eagle Tire Cutter Tuff Cut
	X	Eagle Tire De-Rimmer
	X	2022 John Deere 5090E Tractor
	X	1985 Broce T20 Street Broom (Ford Engine)
	X	2006 Godwin Water Pump (John Deere Engine)
	X	MultiQuip Generator (Kubota Engine)
	X	MadVac Litter Vacuum
	X	Ingersoll Rand Air Compressors
	X	Tyco Fire Suppression System on Select Equipment
	X	All Case Equipment
	X	All Caterpillar Equipment
	X	All Komatsu Equipment
	X	All Volvo Equipment

4. CONTRACTOR'S UNIT PRICING

Tarpomatic, Inc.

Contact: Marlon Yarborough
Address: 512 45th Street SW
 Canton, OH 44706

Phone: (225) 268-7234
Email: marlonyarborough@tarpomatic.com

Service Labor Class	Service Labor Rate/Hour	Emergency Service Labor Rate/Hour
Shop Service Technician	N/A	N/A
Field Service Technician	N/A	N/A
Shop Mechanic	N/A	N/A
Field Mechanic	N/A	N/A
Shop Laborer	N/A	N/A
Field Laborer	N/A	N/A
Machinist	N/A	N/A
Fabricator	N/A	N/A
Parts		
Discount off Parts	Cost Less 0-5% Dependent on the Part	
Miscellaneous Charges and Travel		
Machine Cleaning	N/A	
Trip Charge (if not included in field labor rates)	N/A	

ATTACHMENT 5

Wagner Equipment Company

Amendment No. 1 – Price Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
WAGNER EQUIPMENT COMPANY
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2025)**

This AMENDMENT No. 1 (“Amendment”) to the PRICE AGREEMENT, dated March 20, 2025 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Wagner Equipment Company (“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 an indefinite quantity of parts and labor for off-road heavy equipment repairs on an as-needed basis at the same price, and upon the terms, specifications and conditions as described in ITB No. 25110.

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 March 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 four 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. 1 to the Agreement on the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lisa Cacari Stone
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Jorge Garcia
Product Service Support Representative
Wagner Equipment Company

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

Price Agreement (ITB No. 25110)

ITEM # 25-0110

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH WAGNER EQUIPMENT COMPANY
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT (“Agreement”) is made and entered into this 20th day of March 2025, by the Santa Fe Solid Waste Management Agency (“the Agency”) and Wagner Equipment Company (“Contractor”) for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 25110 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 all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

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. Unless otherwise specified, all items are to be new and of most current production.
- 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 the Contractor to provide product(s) to the Agency.
- F. "Purchase Order" means a fully executed purchase document issued by the 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 who 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. **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 to purchase 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.

- 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. 25110, 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, packaging, Purchase Order number, Price Agreement number and Agency facility.
- 2) Delivery shall be made upon arrival of ordered items. Contractor shall notify the Agency of anticipated delivery and 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 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 or 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 Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving 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 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 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 March 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.

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 adequately serving the Agency's needs, at the sole discretion of the Agency.

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 that it has not, either directly or indirectly, taken action to restrain 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 (3) 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 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 upon written notice by either party to the other. 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:

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: Jorge Garcia
Product Service Support Representative
Wagner Equipment Company
18000 Smith Road
Aurora, CO 80011
Email: garcia_jorge@wagnerequipment.com
Copy to: risk@wagnerequipment.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 (Mar 21, 2025 15:17 MDT)
Lee Garcia
Chairperson

03/21/25

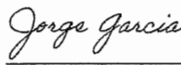
Date:

ATTEST:



Andrea Salazar
Santa Fe City Clerk

CONTRACTOR:

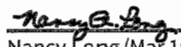


Jorge Garcia
Product Service Support Representative
Wagner Equipment Company

03/17/25

Date:

APPROVED AS TO FORM:



Nancy Long (Mar 15, 2025 15:23 MDT)
Nancy R. Long
Agency Attorney

03/15/25

Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. 25110

1. GENERAL CONDITIONS

- A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.
- B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the 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.
- C. The Agency is responsible for determining when the services of Contractor are needed.
- D. Contractor shall assess the situation/problem, when directed, 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.
- E. 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.

- F. 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 situation.
- G. 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 equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.
- H. 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.
- I. 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 60-calendar day timeframe.

- J. 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.
- K. 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.
- L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.
- M. 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.
- N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.
- O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, 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.
- P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

- Q. 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.
- R. 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 job. The Agency reserves the right to determine how many helpers shall be dispatched.
- S. 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 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: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: AccountsPayable@sfswma.org

3. LIST OF OFF-ROAD HEAVY EQUIPMENT

Covered	Not Covered	Year/Make/Model/Description
X		2007 Caterpillar 826H Landfill Compactor
X		2015 Caterpillar 836K Landfill Compactor
X		2020 Caterpillar 836K Landfill Compactor
X		1997 Caterpillar D8R Waste Handler Dozer
X		2019 Caterpillar D8T Waste Handler Dozer
X		2022 Caterpillar D8T Waste Handler Dozer
X		2003 Caterpillar 623G Wheel Tractor-Scraper
X		2005 Caterpillar 623G Wheel Tractor-Scraper
X		2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control
X		2003 Caterpillar 621G Water Wagon 8,000-gallon
X		2002 Caterpillar 613C Water Wagon 5000-gallon
X		2004 Caterpillar 613C Water Wagon 5,000-gallon
X		1992 Caterpillar 140G Motor Grader
X		2002 Caterpillar 140H Motor Grader
X		1997 Caterpillar 950F Wheel Loader
X		2007 Caterpillar 307C Excavator
X		2016 Caterpillar 308E Excavator
X		2022 Caterpillar 308CR Excavator
X		2005 Caterpillar 242B Skid Steer Loader
	X	2012 Volvo L35B Wheel Loader
	X	2012 Volvo L110G Wheel Loader
	X	2016 Volvo L110H Wheel Loader
	X	2019 Volvo L110H Wheel Loader
	X	Tarpomatic Machine, Spools and Tarps (2)

Covered	Not Covered	Year/Make/Model/Description
	X	2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine)
	X	2017 Toyota Forklift
	X	2014 Toyota 8FGU30 Forklift
	X	1994 Hyster Forklift
	X	Eagle Tire Cutter Tuff Cut
	X	Eagle Tire De-Rimmer
	X	2022 John Deere 5090E Tractor
	X	1985 Broce T20 Street Broom (Ford Engine)
	X	2006 Godwin Water Pump (John Deere Engine)
	X	MultiQuip Generator (Kubota Engine)
	X	MadVac Litter Vacuum
	X	Ingersoll Rand Air Compressors
	X	Tyco Fire Suppression System on Select Equipment
	X	All Case Equipment
X		All Caterpillar Equipment
	X	All Komatsu Equipment
X	X	All Volvo Equipment

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4. **CONTRACTOR'S UNIT PRICING**

Wagner Equipment Company

Contact: Jorge Garcia
Address: 18000 Smith Road
 Aurora, CO 80011

Phone: (505) 526-3631
Email: garcia_jorge@wagnerequipment.com

Service Labor Class	Service Labor Rate/Hour	Emergency Service Labor Rate/Hour
Shop Service Technician	\$182.00	\$182.00
Field Service Technician	\$182.00	\$182.00
Shop Mechanic	\$182.00	\$182.00
Field Mechanic	\$182.00	\$182.00
Shop Laborer	\$182.00	\$182.00
Field Laborer	\$182.00	\$182.00
Machinist	\$182.00	\$182.00
Fabricator	\$182.00	\$182.00
Parts		
Discount off Parts	See Attached	
Miscellaneous Charges and Travel		
Machine Cleaning	\$728 (Lump Sum)	
Trip Charge (if not included in field labor rates)	\$3.30/mile	

The following discounts from Wagner Equipment Co. will apply:

PRODUCTS	PSCS PROGRAM ID	DISCOUNT (%)
CAT Filters	NAT-PR-4	25
CAT Batteries	NAT-ELE-3030	25

CAT/GET / Under/Carriage

PRODUCTS	PSCS PROGRAM ID	DISCOUNT (%)
GET – Preferred Customer Parts Discount	NAT-GET-2	30
GET-Adapters & Base Edge	NAT-GET-3186	25
U/C Traditional Platform	NAT-UC-3062	25
U/C TTT & HEX Medium/Heavy Duty	NAT-UC-3055	15
U/C CI General Duty TTT & HEX	NAT-UC-54	25

Customer Signature Authorization

Customers Name & Title: Randall Kippenbrock, Executive Director

E-Mail Address: rkippenbrock@sfswwa.org

Signature: *Randall Kippenbrock* Date: 5/23/23

Wagner Representatives / Managers / Supervisors

Name Jorge Garcia Signature *Jorge Garcia* Title PSSR Date: 5/23/23
 (Printed Name)

Name _____ Signature _____ Title _____ Date: _____
 (Printed Name)

Name _____ Signature _____ Title _____ Date: _____
 (Printed Name)

Wagner Equipment Company Branch Location: Albuquerque, NM