



The Purchasing Memo

Date: May 4, 2026

To: ~~Mark Scott, City Manager~~

Chief Brian Moya/Interim City Manager

From: P. Fred Heerbrandt, P.E., Engineer Supervisor *P. Fred Heerbrandt, P.E.*

Via: Jesse Roach, Interim Public Utilities Director *Jesse Roach*

Subject: Amend #1 -- On-Call Sludge Hauling Contract

Vendor Name: Peter's Trucking, Inc.

Munis Vendor Number: 10041

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment #1 to Contract Number 3250221 with Peter's Trucking, Inc. for On-Call Sludge Hauling Services. Amendment #1 removes the cap per fiscal years.

CONTRACT NUMBER:

The original FY25 Munis contract number is 3250221.

BACKGROUND AND SUMMARY:

This contract amendment will allow the department to continue to dispose of stabilized biosolids at local landfills.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500

Munis Org Name/Number: WWM Ops Admin/5000361

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: *Andy Hopkins* Date: 05/11/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

The original contract was procured by ITB #25164 On-Call Sludge Hauling Services.

Chief Procurement Officer (CPO)/Designee: *JoAnn Lovato Montano* Date: 05/11/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS: _____

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

General Services Contract Amendment

Original contract packet

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CITY OF SANTA FE
AMENDMENT No. 1 TO
General Services Contract # 3260090
Original City Clerk Item Number: 25-0455
On Call Dewatered Sewage Sludge Disposal

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated September 29, 2025 (the "Contract"), between the City of Santa Fe (the "City") and PETER'S TRUCKING INC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

I. RECITALS

A. Under the terms of the Contract, Contractor has agreed to provide the City with on call disposal of sewage sludge.

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

II. COMPENSATION

–The first paragraph of Article 3 of the Contract is amended to remove the fiscal year cap, so that the first paragraph of Article 3 reads in its entirety as follows:

Payment:

The total compensation under this Agreement shall not exceed \$2,000,000 over the term of this contract, including New Mexico gross receipts tax paid at the rate of 8.1875%. This amount is not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

III. NOTIFICATION

Article 41 of the Contract is amended to read in its entirety as follows:

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

<u>To the City:</u> Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Wastewater Engineer Supervisor 73 Paseo Real Santa Fe, NM 87507 pfheerbrandt@santafenm.gov (505) 955-4623	<u>To the Contractor:</u> PETER’S TRUCKING INC 2 Tusa Drive Santa Fe, NM 87508 peterstruckinginc23@gmail.com (505) 216-4844
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Either party may change its representative or address above by written notice to the other. The carrier for mail delivery and notices shall be the agent of the sender.

IV. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of the signature by the required approval authority below.

CITY OF SANTA FE - APPROVAL

BRIAN MOYA

SIGNATURE

Brian Moya

FULL NAME

Interim City Manager

TITLE

05/19/2026

DATE SIGNED

CONTRACTOR

Peter's Trucking Inc.

COMPANY NAME


Pedro Luis Marquez Carbajal (May 2, 2026 15:24:44 MDT)

SIGNATURE

Pedro Luis Marquez Carbajal

FULL NAME

President

TITLE

May 2, 2026

DATE SIGNED

5/02/2026

NMBTIN#

ATTEST



SIGNATURE

Geralyn Cardenas

FULL NAME

City Clerk

TITLE

05/20/2026

DATE SIGNED



CP

Approved to form and legal sufficiency by:

Marcos D. Martinez

Marcos D. Martinez (May 4, 2026 09:07:50 MDT)

SIGNATURE

Marcos D. Martinez

FULL NAME

City Attorney

TITLE

May 4, 2026

DATE SIGNED

APPROVED FOR FINANCES

Andrea Phillips

ANDREA PHILLIPS (May 18, 2026 12:52:52 MDT)

SIGNATURE

Andrea Phillips

FULL NAME

Finance Director

TITLE

05/18/2026

DATE SIGNED



The Purchasing Memo

Date: August 18, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor *P. Fred Heerbrandt, P.E.*

Via: Jesse Roach, Interim Public Utilities Director *JR*

Michael Dozier, Wastewater Management Division Director *MD*

Subject: General Services Contract Approval for Sewage Sludge Disposal Services

Vendor Name: Peter’s Trucking, Inc.

Munis Vendor Number: 10041

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a General Services Contract in the amount of \$500,000.00 per year over the four year term of the contract, for a total not to exceed amount of \$2,000,000.00, including NMGRT, for Sewage Sludge Disposal Services with Peter’s Trucking Inc.

Approval of a Budget Adjustment Resolution (BAR) in the amount of \$500,000.00 to fund the contract with Peter’s Trucking Inc. for FY26.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260090

BACKGROUND AND SUMMARY:

With the closure of NMED Groundwater Permit DP-135, which allowed land disposal of sewage sludge, the Paseo Real Water Reclamation Facility (PRWRF) must now rely more heavily on the use of landfilling to dispose of sewage sludge. During the process of the DP-135 permit closure and submission and approval of the new PRWRF Disposal Plan, residual sewage sludge built up at the facility. This contract will help the facility to catch up on disposal activities and maintain disposal activities over the next four years

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Operations Admin/5000361

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: *Andy Hopkins*

Date: 08/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

ITB 25164 was released on June 2, 2025. Bids were opened on July 2, 2025 with two compliant bidders

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 08/22/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

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

Comment/Exceptions: _____

Vehicles included? Yes | No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email

Vendor's Bid

bar

Certificate of Liability Insurance (COI)
General Services Contract

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

DEWATERED SEWAGE SLUDGE DISPOSAL

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City,” and **Peter’s Trucking Inc.** herein after referred to as the “Contractor.”

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

3.

4.

The City is the operator of the Paseo Real Wastewater Reclamation Facility (PRWRF) which produces about 1000 wet tons per month of bio-solids in conducting its dewatering operations. Some of the resulting dewatered sewage sludge is composted, but the rest will be transported to a landfill for disposal. However, no minimum volume of dewatered sewage sludge is guaranteed. The actual quantity of material may vary from the estimated amount and could be reduced to zero. The City of Santa Fe reserves the right to utilize dewatered sewage sludge in any manner allowed by law with a corresponding reduction in the volume of material being disposed of at the landfills.

5.

A. The Contractor shall perform the following work:

The Contractor shall transport of dewatered sewage sludge (NM Special Waste) from the Paseo Real Wastewater Reclamation Facility (PRWRF) to either the Caja del Rio Landfill, Santa Fe, NM, Estancia Valley Regional Landfill, Moriarty, NM, or the WM Valencia Regional Landfill, Los Lunas, NM., Sandoval County Landfill, Rio Rancho, NM, Northeastern New Mexico Regional Landfill, Wagon Mound, NM, Cerro Colorado Landfill, Albuquerque, NM, as directed by the City. The Contractor shall supply the appropriate vehicles that will be used in the transportation process. The required trips will vary depending on the needs of the facility. WWMD will dictate which one of the 6 locations to deliver to at the time of the order. All tip

fees will be paid directly to the landfill by the Contractor and billed to the City, including the proposed handling fee.

Storage capacity at the facility is limited and operations are generally 8 hours per day, 5 days per week. PRWRF staff will notify contractor of the sludge hauling needs on a weekly basis, providing a minimum of 48 hours' notice of the need for hauling services. The Contractor will be available for hauling loads at the frequency and interval that keeps the dewatering facility operational. The Contractor will work with PRWRF to develop communication protocols that engender an efficient and safe biosolids operation.

Service Requirements

Required trips will vary depending on the needs of the facility. Each time the truck is loaded, the Contractor's driver will be responsible for acquiring a paint filter test and pH test report, conducted by the PRWRF in-house laboratory before leaving the facility and provide the landfill with a copy of the passing test results. If this test(s) fails, then no load will commence. The Contractor's driver will also be provided with a completed Special Waste Manifest for the destination landfill. The Contractor's driver will be required to carry copies provided by PRWRF staff of the PRWRF Special Waste Spill Response Plan. The Contractors' drivers must also hold a Special Waste Hauler Registration with the New Mexico Environment Department, Solid Waste Bureau. This Waste Hauler Registration will remain active and current throughout the term of the price agreement and must be submitted to the City before an award and contract are issued.

Full Loads Required:

The Contractor will be required to haul a full load. PRWRF will assist with loading and will check trailers for full loads. Overfilled loads can spill over the corners of the trailer and a certain amount of expansion of loads has been observed during summer months. The Contractor's driver will be expected to take all overfill and underfill considerations into account on a per trip basis.

Equipment Requirements:

The Contractor will supply all equipment (truck, tarp, etc.) necessary for hauling of the dewatered sewage sludge to the landfill. Minimum load capacity shall be 10 tons. The Contractor is responsible for maintaining their vehicles in good mechanical condition and maintaining compliance with all applicable local, state, and federal laws and regulations.

Operating Expenses

Contractor agrees to bear *all* costs and expenses incidental to the operation of the equipment, whether empty or loaded, including without limitation, all risks of depreciation, all maintenance (including cleaning and washing), oil, tires, repairs, business taxes, consumption and sales taxes, personal taxes, transportation taxes, insurance coverage required herein, workers compensation premiums if required, payroll taxes, licenses, vehicle registration renewal fees, base plates, and all highway tolls. If the City is required to withhold or pay any taxes or make any other payment with respect to fees owed by Contractor, Contractor will reimburse the City, or permit the City to

make deductions for taxes or other payments required from any monies owed to Contractor. **Contractor will pay all tipping fees directly to the relevant disposal site and bill the City, including the proposed handling fee.** A valid **Certificate of Liability Insurance** must be submitted to the City before the contract is awarded and must remain current throughout the term of the price agreement. A valid **Truck Insurance Policy** with at least the minimum New Mexico statutory required limits for this type of Hauling must be submitted to the City before the price agreement is awarded. This Truck Insurance Policy must remain active throughout the term of the price agreement.

Contractor must list below the Dispatching Operations Base (DOB) address where trucks will leave and return. This DOB must remain the same throughout the term of the Agreement.

DOB Address: 24 Taylor Road, Santa Fe, NM 87508

Payment

Loads transported to the landfills will be paid on a per trip basis as calculated in the bid award, attached hereto as Exhibit A. The trip will also include beginning and ending truck odometer mileage for the Round Trip on the invoice. Trips to the landfill will be paid based on actual hours required to complete the trip at the hourly rate defined in the Price Item Schedule. Round Trip will be calculated from the DOB address of the awarded Contractors (above).

Minimum Requirements of Qualifications:

Contractor must be a registered Special Waste Hauler under the New Mexico Environment Department.

3. Compensation.

Payment:

The total compensation under this Agreement shall not exceed \$500,000.00 per year over the four-year term of this contract, including New Mexico gross receipts tax paid at the rate of 8.1875%. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID.**

D. Performance Bond.
Not Applicable. The Parties agree there is no Performance Bond.

5. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature**. In no event shall the contract exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice: City Opportunity to Cure.

1) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise

affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

8. **Amendment**

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply

with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the ITB # 25164 - Dewatered Sewage Sludge Disposal and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

23. **Notice**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this

Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

C. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

36. **Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret

infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person

in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Ron Lujan
73 Paseo Real
Santa Fe, NM 87507
pfheerbrandt@santafenm.gov

To the Contractor: Pedro Luis Marquez Carbajal
Peter's Trucking Inc.
2 Tusa Drive
Santa Fe, NM 87508
peterstruckinginc23@gmail.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Pedro Luis Marquez Carbajal
Peter's Trucking Inc.

2 Tusa Drive
Santa Fe, NM 87508
peterstruckinginc23@gmail.com

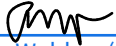
42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
PETER'S TRUCKING INC.


Alan Webber (Sep 29, 2025 16:15:44 MDT)
ALAN WEBBER, MAYOR



Pedro L. Marquez C.
Pedro L. Marquez C. (Aug 6, 2025 18:46:47 MDT)
Pedro Luis Marquez Carbajal, President

DATE: 09/29/2025

DATE: Aug 6, 2025

NMBTIN#: 03-625002-003

ATTEST:


ANDREA SALAZAR (Sep 29, 2025 16:19:16 MDT)
CITY CLERK
GB MTG 09-24-25 

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 7, 2025 09:48:53 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments
1	5	HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Estancia Valley Regional Landfill.	\$1,050 @ \$210/hr	5 hours round trip. This includes loading and unloading time. We are estimating this amount of time because the sludge tends to stick to the trailer, so it takes longer to unload. This travel time is also taking into consideration that a semi-truck takes longer to reach a location than a conventional vehicle.
2	2	HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Caja del Rio landfill.	\$420 @ \$210/hr	2 hours round trip. This includes loading and unloading time. We are estimating this amount of time because the sludge tends to stick to the trailer, so it takes longer to unload. This travel time is also taking into consideration that a semi-truck takes longer to reach a location than a conventional vehicle.
3	7	HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Waste Management Valencia Regional Landfill.	\$1,470 @ \$210/hr	7 hours round trip. This includes loading and unloading time. We are estimating this amount of time because the sludge tends to stick to the trailer, so it takes longer to unload. This travel time is also taking into consideration that a semi-truck takes longer to reach a location than a conventional vehicle.
4	5	HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Sandoval County Landfill, Rio Rancho, NM	\$1,050 @ \$210/hr	5 hours round trip. This includes loading and unloading time. We are estimating this amount of time because the sludge tends to stick to the trailer, so it takes longer to unload. This travel time is also taking into consideration that a semi-truck takes longer to reach a location than a conventional vehicle.
5	8	HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Northeastern New Mexico Regional Landfill, Wagon Mound, NM.	\$1,680 @ \$210/hr	8 hours round trip. This includes loading and unloading time. We are estimating this amount of time because the sludge tends to stick to the trailer, so it takes longer to unload. This travel time is also taking into consideration that a semi-truck takes longer to reach a location than a conventional vehicle.
6	7	HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Cerro Colorado Landfill, Albuquerque, NM	\$1,470 @ \$210/hr	7 hours round trip. This includes loading and unloading time. We are estimating this amount of time because the sludge tends to stick to the trailer, so it takes longer to unload. This travel time is also taking into consideration that a semi-truck takes longer to reach a location than a conventional vehicle.
7	1	\$/HR.	Hourly rate for sludge Hauling Services including all labor, fuel, licenses, and incidentals.	\$210/hr	
8	1	%	Handling fee for direct payment of tip fees	\$ 160.00	

MACALLISTER, LINDA M. (Contractor)

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, April 23, 2025 9:43 AM
To: HEERBRANDT, PAUL F.; Purchasing DET
Cc: MACALLISTER, LINDA M.
Subject: RE: Scope of Work Determination

Greetings,

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov.
Request signature from: clromero@santafenm.gov

-IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov

-Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov

-Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov

- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov.
Request signature from: jsburnett@santafenm.gov


-Emergency Related Purchases – questions oem@santafenm.gov and. Request signature from: bgwilliams@santafenm.gov

-Asset over \$5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed. _

- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
 - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 - <https://naspo.valuepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsaelibrary.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>
- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - Determination requests to purchasing_det@santafenm.gov
 - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

 [Book time to meet with me](#)

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe

200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>

Vendor Registration and Current Procurement Opportunities:
<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



“A journey of a thousand miles begins with a single step” ~ Lao Tzu

From: HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>
Sent: Wednesday, April 16, 2025 11:00 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: MACALLISTER, LINDA M. <lmmacallister@santafenm.gov>
Subject: Scope of Work Determination

I have two trucking companies under contract now. Looking to get more to increase rate of disposal now that I have more landfill options.

**Dewatered Sewage Sludge Hauling
Specifications:**

The City of Santa Fe’s (The City) Wastewater Management Division (WWMD) is seeking bids for On-Call services for transport of dewatered sewage sludge (NM Special Waste) from the Paseo Real Wastewater Reclamation Facility (PRWRF) to either the Caja del Rio Landfill, Santa Fe, NM, Estancia Valley Regional Landfill, Moriarty, NM, or the WM Valencia Regional Landfill, Los Lunas, NM., Sandoval County Landfill, Rio Rancho, NM, Northeastern New Mexico Regional Landfill, Wagon Mound, NM, Cerro Colorado Landfill, Albuquerque, NM, as directed by the City. The award Bidder will supply the appropriate vehicles that will be used in the transportation process. The required trips will vary depending on the needs of the facility. WWMD will dictate which one of the 6 locations to deliver to at the time of the order. All tip fees will be paid directly to the landfill by the Contractor and billed to the City, including the proposed handling fee.

The City is the operator of the Paseo Real Wastewater Reclamation Facility (PRWRF) which produces about 1000 tons per month of bio-solids in conducting its dewatering operations. Some of the resulting dewatered sewage sludge is composted, but the rest will be transported to a landfill for disposal. However, no minimum volume of dewatered sewage sludge is guaranteed. The actual quantity of material may vary from the estimated amount and could be reduced to zero. The City of Santa Fe reserves the right to utilize dewatered sewage sludge in any manner allowed by law with a corresponding reduction in the volume of material being disposed of at the landfills.

Storage capacity at the facility is limited and operations are generally 8 hours per day, 5 days per week. PRWRF shall notify contractor of the sludge hauling needs on a weekly basis, providing a minimum of 48 hours' notice of the needed hauling services. The Contractor will be available for hauling loads at the frequency and interval that keeps the dewatering facility operational. The awarded bidder will work with PRWRF to develop communication protocols that engender an efficient and safe biosolids operation.

Service Requirements

Required trips will vary depending on the needs of the facility. Each time the truck is loaded, the driver will be responsible for acquiring a paint filter test and pH test report, conducted by the PRWRF in-house laboratory before leaving the facility and provide the landfill with a copy of the passing test results. If this test(s) fails, then no load will commence. The driver will also be provided with a completed Special Waste Manifest for the destination landfill. The driver will be required to carry copies provided by PRWRF staff of the PRWRF Special Waste Spill Response Plan. The Contractor's drivers must also hold a Special Waste Hauler Registration with the New Mexico Environment Department Solid Waste Bureau. This Waste Hauler Registration will remain active and current throughout the term of the price agreement and must be submitted to the City before an award is issued.

Full Loads Required:

The Contractor will be required to haul a full load. PRWRF will assist with loading and will check trailers for full load. Overfilled loads can spill over the corners of the trailer and a certain amount of expansion of loads has been observed during summer months. The contracted biosolids hauler will be expected to take all overfill and underfill considerations into account on a per trip basis.

Equipment Requirements:

The Contractor will supply all equipment (truck, tarp, etc.) necessary for hauling of the dewatered sewage sludge to landfill. Minimum load capacity shall be 10 tons. The awarded bidder is responsible for maintaining their vehicles in good mechanical condition and maintaining compliance with all applicable local, state, and federal laws and regulations.

Operating Expenses

Contractor agrees to bear *all* costs and expenses incidental to the operation of the equipment, whether empty or loaded, including without limitation, all risks of depreciation, all maintenance (including cleaning and washing), oil, tires, repairs, business taxes, consumption and sales taxes, personal taxes, transportation taxes, insurance coverage required herein, workers compensation premiums if required, payroll taxes, licenses, vehicle registration renewal fees, base plates, and all highway tolls. If the City is required to withhold or pay any taxes or make any other payment with respect to fees owed by contractor, contractor will reimburse the City or permit the City to make deduction for taxes or other payments required from any monies owed to contractor. **Contractor will pay all tipping fees directly to the relevant disposal site and bill the City, including the proposed handling fee.** A valid **Certificate of Liability Insurance** must be submitted to the City before the contract is awarded and must remain current throughout the term of the price agreement. A valid **Truck Insurance Policy** with at least the minimum New Mexico statutory required liability for this type of Hauling must be submitted to the City before the price agreement is awarded. This Truck Insurance Policy must remain active throughout the term of the price agreement.

Bidder must list below the Dispatching Operations Base (DOB) address with Bid Submittal. This DOB must remain the same throughout the term of the Price Agreement. The DOB is defined as where the trucks will leave and return.

DOB Address: _____

Payment

Loads transported to the landfills will be paid on a per trip basis as calculated in the bid award. Trip will also include beginning and ending truck odometer mileage for the Round Trip on the invoice. Trips to the landfill will be paid based on actual hours required to complete the trip at the hourly rate defined in the Price Item Schedule. Round Trip will be calculated from the DOB address of the awarded contractors (above).

Minimum Requirements of Qualifications:

Contractor must be a registered Special Waste Hauler under the New Mexico Environment Department.

P. Fred Heerbrandt, P.E.

Engineer Supervisor Wastewater

City of Santa Fe



505-955-4623

pfheerbrandt@santafenm.gov



Log # <i>{Finance use only}</i>	
Journal # <i>{Finance use only}</i>	

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

DEPARTMENT / DIVISION NAME Public Utilities/Wastewater				DATE 8/18/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
WW Operatins Admin/ervice Contracts	5000361	510310		\$ 500,000	
REVENUES				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 500,000	\$ -
To increase account 510310 for PERTER'S TRUCKING. Plese see memo for detail and please add PETERS for posting of BAR				<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
				Fund Balance	
				Fund(s) Affected	Increase/(Decrease)
				500	(500,000)
				TOTAL:	(500,000)
Linda MacAllister	8/18/2025	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>		<i>Andy Hopkins</i>	08/19/2025
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL		Budget Officer	Date
		City Council			
Division Director Signature <i>{optional}</i>	Date	Approval Date		Finance Director <i>{≤ \$5,000}</i>	Date
		Agenda Item #:			
Department Director Signature	Date			City Manager <i>{≤ \$60,000}</i>	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/2025

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

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

PRODUCER Insurance del Norte 810 Calle Mejia Suite 105 Santa Fe NM 87501		CONTACT NAME: Nikki Lopez PHONE (A/C, No, Ext): (505) 820-6726 FAX (A/C, No): (505) 424-0242 E-MAIL ADDRESS: nlopez@delnorteins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United Financial Casualty Comp	NAIC # 11770
		INSURER B: Markel Insurance Company	38970F
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Peter's Trucking Inc 2 Tusa Dr Santa Fe NM 87508			

COVERAGES**CERTIFICATE NUMBER:** CL2572915844**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		968073452	04/01/2025	04/01/2026	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
	MED EXP (Any one person)						\$ 5,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		968073452	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
	Policy Fee						\$	
							\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	AGGREGATE						\$	
							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	MWC0165568-06	03/04/2025	03/04/2026	PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT						\$ 100,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 100,000	
	E.L. DISEASE - POLICY LIMIT						\$ 500,000	

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

2010 Peterbilt 387 Vin # 1XP7D49X8AD799030
 1992 Trail Trailer Vin # 1TKS0422XNM051061
 2017 Armor Lite Trai Trailer Vin # 56EA65D24HA000324
 1996 Peterbilt 377 Vin # 1XPCD69X0TN418598

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe Po Box 909 Santa Fe NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Shannon N. Lopez</i>

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AGENCY CUSTOMER ID: 00013627

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Insurance del Norte		NAMED INSURED Peter's Trucking Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

2010 Peterbilt 387 Vin # 1XP7D49X8AD799030
1992 Trail Trailer Vin # 1TKS0422XNM051061
2017 Armor Lite Trai Trailer Vin # 56EA65D24HA000324
1996 Peterbilt 377 Vin # 1XPCD69X0TN418598

ADDITIONAL COVERAGES

Ref #	Description GL COV PROP DMG	Coverage Code GLCPD	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2 2,000,000	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Products/Completed Ops Aggregate	Coverage Code PRDCO	Form No.	Edition Date	
Limit 1 2,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description MDEXP	Coverage Code MDEXP	Form No.	Edition Date	
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description GL COV BI	Coverage Code GLCBI	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2 2,000,000	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Fire Damage	Coverage Code FIRDM	Form No.	Edition Date	
Limit 1 100,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Personal & Advertising Injury	Coverage Code PIADV	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Catastrophe	Coverage Code CATAS	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$4.00
Ref #	Description Schedule rate adjustment	Coverage Code SRA	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$212.00
Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$160.00
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium




PETERS packet ITB GENERAL SERVICES int sign

Final Audit Report

2025-08-19

Created:	2025-08-19
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAA4gdKDDkAozjdOQB1wI9EdGguZs04LSw-

"PETERS packet ITB GENERAL SERVICES int sign" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-08-19 - 7:20:08 PM GMT- IP address: 63.232.20.2
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-08-19 - 7:23:47 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-08-19 - 8:32:27 PM GMT- IP address: 104.47.64.254
-  Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Decline reason: The FY26 WWD budget already includes \$1M for sludge hauling services (split 50/50 between Serrano Trucking and GM Emulsion). This BAR should not be necessary until that current \$1M has been spent.
2025-08-19 - 8:36:01 PM GMT- IP address: 63.232.20.2

Signature: 

Email: xivigil@santafenm.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/04/2026

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

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

PRODUCER Insurance del Norte 810 Calle Mejia Suite 105 Santa Fe NM 87501		CONTACT NAME: Nikki Lopez PHONE (A/C, No, Ext): (505) 820-6726 FAX (A/C, No): (505) 424-0242 E-MAIL ADDRESS: nlopez@delnorteins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Markel Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Peter's Trucking Inc 2 Tusa Dr Santa Fe NM 87508			

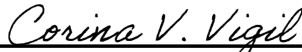
COVERAGES**CERTIFICATE NUMBER:** CL264216913**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Policy Fee \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	MWC0165568-07	03/04/2026	03/04/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe-Waste Water Po Box 909 Santa Fe NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Signature: *Erika Quintana*

Email: efquintana@santafenm.gov








26-0172 Peter's Trucking, Inc.

Final Audit Report

2026-05-20

Created:	2026-05-20
By:	Erika Quintana (efquintana@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi_EhCOh72iSbg9R_DLMkYtyUz37H2_At

"26-0172 Peter's Trucking, Inc." History

-  Document created by Erika Quintana (efquintana@santafenm.gov)
2026-05-20 - 4:24:10 PM GMT- IP address: 63.232.20.2
-  Document emailed to Erika Quintana (efquintana@santafenm.gov) for signature
2026-05-20 - 4:25:26 PM GMT
-  Document e-signed by Erika Quintana (efquintana@santafenm.gov)
Signature Date: 2026-05-20 - 4:25:39 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2026-05-20 - 4:25:41 PM GMT
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2026-05-20 - 4:29:15 PM GMT- IP address: 104.47.65.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2026-05-20 - 4:30:25 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-05-20 - 4:30:25 PM GMT