



SOLID WASTE COLLECTION SERVICES AGREEMENT
AGREEMENT RFP 2019-672

SOLID WASTE COLLECTION SERVICES AGREEMENT

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**SOLID WASTE COLLECTION SERVICES AGREEMENT
BETWEEN CITY OF AZTEC, NEW MEXICO
AND WASTE MANAGEMENT OF NEW MEXICO, INC.**

THIS CONTRACT is made and entered into this March 1, 2019, between the City of Aztec, New Mexico, a municipal corporation in San Juan County, New Mexico, hereinafter for convenience called the "City", and Waste Management of New Mexico, Inc., hereinafter called the "Contractor". Contractor and City may be referred collectively as the "Parties" or individually as "Party".

I. GENERAL PROVISIONS

1. Authority.

Pursuant to the provisions of New Mexico Statutes Annotated 3-48-3 et seq. (1978) and Aztec Municipal Code, the City does hereby retain the services of the Contractor and the Contractor hereby agrees to perform solid waste collection services for the City for the consideration and upon the terms and conditions set forth in this contract.

2. Findings.

Disposal Facilities.

The City finds that disposal facilities need to be designed and situated to prevent a threat to human health or the environment; to comply with federal or state laws and regulations; and to result in demonstrably safe and environmentally more acceptable processes. The City presently does not have such facilities in the City or its immediate surroundings and must arrange for the collection and disposal of its solid waste in an approved landfill. The City must therefore arrange for the collection, transportation and disposal of its solid waste in a compliant landfill.

The City hereby acknowledges and agrees that Contractor's San Juan County Regional Landfill in San Juan County New Mexico is acceptable for Contractor's disposal of the municipal solid waste it collects pursuant to this CONTRACT, subject to the Contractor's compliance with all applicable laws and regulations governing the operation of such landfill. No other location may be used without written approval and consent of the City.

3. Construal of Agreement.

A. Headings

Section and subsection headings are included for convenience only. Such headings are not to be utilized for the purpose of determining the meaning of the agreement.

B. Terms

Unless the context otherwise requires: the singular shall include the plural; the plural shall include the singular; male shall include female; female shall include male; "may," "can," and "should," shall be permissive; "must," "shall," and "will" shall be mandatory; "or" shall be disjunctive; and "and" shall be conjunctive.

The term "City Manager" shall mean the City Manager or designated representative.

The term "landfill" shall mean the San Juan County Regional Landfill located in San Juan County, New Mexico.

C. Severability

The provisions of this contract are severable. If any provision is held invalid, the other provisions shall not be affected thereby but will remain in full force and effect.

4. Exclusive Contract for Commercial and Residential Service.

The City hereby grants the Contractor the exclusive contract during the term of this contract for collection, disposal and management of residential, commercial and industrial solid waste, including temporary industrial solid waste, located within the City except as limited herein. The City reserves solely unto the City the right to engage in the collection and disposal of solid waste or any other similar activity that may affect this exclusive grant to the Contractor. The City warrants that it has the authority to make such a grant. The City shall require mandatory collection of solid waste by the Contractor.

5. Term and Renewal.

Subject to termination as herein elsewhere provided, the term of this contract shall commence at 12:01 AM on the 1st day of March, 2019 and terminate on the last day of February, 2023, at 11:59 PM. This term shall be automatically extended for one - four year term from March 1, 2023 unless either party notifies the other in writing one hundred twenty (120) days prior to the last day of February 2023 that it desires to terminate the Contract.

6. Binding on Successors and Assigns.

Subject to any restrictions on the transfer and assignment of the rights granted under this contract, this contract will be for the benefit of, and will be binding upon, the parties hereto, and their respective successors and assigns.

7. Interface with Aztec Municipal Code.

The City and the Contractor shall comply with the terms of any City ordinance relating to solid waste. All terms and phrases used in this contract shall be interpreted consistent with the provisions in the Aztec Municipal Code, unless otherwise expressly provided herein.

8. Status as Independent Contractor.

The parties acknowledge and agree that the Contractor shall carry out all the terms of this contract as an Independent Contractor and not as an agent, servant, employee or partner of the City.

II. CITY PROVISIONS

9. Aztec Municipal Code.

City agrees to make such modifications to the Aztec Municipal Code as shall be necessary to implement the terms of this contract where determined to be necessary by the City, including any continuing modification of said Aztec Municipal Code during the term of this contract and any optional extension hereof.

10. Tort Claims Act; City Liability.

To the extent of the City's liability insurance coverage, and only to the extent allowed by law, City agrees to hold Contractor harmless from claims, demands and costs which may be asserted against Contractor by reason of the City's acts or omissions under this contract. The Contractor agrees to hold the City harmless from claims demands and costs that may be asserted against City by reason of the Contractor's negligent acts or omissions under this contract.

11. Franchise Fees.

The contractor shall pay to the City an additional franchise fee on all services provided by the Contractor to customers within the City of Aztec's area of service that are performed under direct bill between the Contractor and customer. Said franchise fees shall be six percent (6%) of all of the Contractor's revenues collected for such services and shall be payable to the City within twenty (20) days after the end of the month in which such revenues were collected.

The City and Contractor shall maintain full and complete records which accurately reflect the names and addresses of customers billed, services provided and the amounts billed and collected. The Contractor will provide to the City detailed information of accounts direct billed and subject to franchise fees, by the 20th of each month following the month for which services are collected.

III. CONTRACTOR PROVISIONS

12. Service.

The Contractor shall:

- (A) Provide complete and adequate refuse collection service (hereinafter "Service") to all persons and entities in the City entitled to such Service under the provisions of the Aztec Municipal Code;
- (B) Collect, remove, and dispose of all refuse in the City of Aztec except where individuals or entities are authorized to remove and dispose of refuse under the Aztec Municipal Code;
- (C) Furnish all labor, tools, apparatus, office facilities, materials and equipment necessary to provide such Service;
- (D) Provide regularly scheduled Service to residential areas not less than once per week;
- (E) Provide regularly scheduled Service to commercial and industrial areas, and establish frequency of collection and container capacity as are necessary to adequately affect such Service;
- (F) In any event provide Service sufficiently adequate to prevent accumulation of refuse in the City of Aztec which would constitute environmentally unacceptable conditions, a public nuisance or health hazard;
- (G) Respond promptly to any request of the City for special service caused by failure of the Contractor to provide regular Service;
- (H) Not litter any street or premises in the process of providing Service and promptly remove and clean up any spillage;
- (I) Establish and maintain an office and local contact phone number as provided in Section III.25, Complaints Procedure, of this Contract;
- (J) Without delay, after removing refuse from any container, cause such container to be replaced at its designated position with lid or cover on and in place;
- (K) Exercise reasonable care in the handling of refuse, disposal bins, and containers. Any spills shall be the responsibility of the contractor for immediate clean-up;
- (L) Require its employees and personnel to avoid crossing private or public planted and landscaped areas and to avoid climbing or jumping over hedges, fences, curbs or shrubbery;

(M) Require its employees and personnel to make all collections in a quiet and orderly manner, to avoid unnecessary noise and disturbances, yelling or shouting, and to avoid unnecessary banging or throwing of cans or containers, squealing of tires or brakes, blowing of horns and other unnecessary noise.

(N) Provide a complete collection and disposal curbside single source program together with all required staff, infrastructure facilities and equipment as required in the proposed contract;

(O) Notify the City Manager, in writing, as soon as the Contractor becomes aware of an interruption of service due to mechanical failures or issues effecting adequate personnel availability (absences, changes, regulatory compliance, etc.). This notification should include an estimate of the length of the interruption, areas impacted by interruption and the Contractor's plan to resume normal service, including service to areas which may not have received service as scheduled. Failure to provide timely notification may result in a penalty assessment as provided in Section III. 25, Complaints Procedure, of this Contract. Communication via email is considered to be in writing.

13. Operation as Separate Entity.

The Contractor may provide private collections with the same vehicles and equipment used for collections under this contract, provided that such use in no way impairs the delivery of service required under this contract.

14. Notices to Customers.

The Contractor shall cooperate with the City to inform all customers about relevant complaint procedures, rates and billing procedures, collection and recycling regulations, days and hours of scheduled collection service, landfill usage requirements and any other relevant notices. In addition to other means of informing customers, the Contractor shall provide information as necessary to the City for customers.

15. Areas to be Served; Routes, Schedule.

A. Areas to be served.

Service shall be provided to all areas within the corporate limits of the City of Aztec, and any tracts, territories and areas hereafter annexed to, or acquired by the City of Aztec. Service may also be provided to areas outside the corporate limits that are currently being served any utilities by the City. This service shall be at a rate in accordance with Exhibit A.

B. Routes and Schedule of Collections.

The Contractor shall provide the City with maps and schedules of residential and commercial collection routes and keep such information current at all times.

Not more than thirty (30) days after the commencement of this contract, the Contractor shall furnish for the City's approval, the initial schedules and maps of all routes to be used in servicing the areas specified in this contract.

In the event of changes in routes or schedules that will affect the day of pickup, the Contractor shall notify the City Manager of the requested change, in writing a minimum of 30 days prior to the requested change. The City Manager's approval of requested route or schedule changes will not be unreasonably withheld. Maps of routes will be required within 14 days prior to implementation of new routes.

In the event it is no longer feasible for the Contractor to collect refuse at specific locations or routes due to weather or other conditions, the Contractor may require customer(s) to deposit refuse at another designated area; however, the Contractor must first receive the consent of the City Manager before discontinuing established route service.

16. Hours of Collection.

Normal hours of collection shall be as specified below. Exceptions will be approved by the City only when necessary to complete collection of a route due to unusual circumstances.

Residential collection shall be between the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday.

Commercial collection shall be between the hours of 4:00 a.m. to 8:00 p.m. Monday through Friday, and 4:00 a.m. to 1:00 p.m. on Saturday.

Mixed Collection (mixed collection is the collection of residential commercial in one area) shall be between 7:00 – 8:00 p.m. Monday through Friday, and 7:00 a.m. to 3:00 p.m. on Saturday.

Collection beyond the hours established for residential or commercial customers shall be permitted only in the event of extra heavy workload, excessive equipment breakdown, or unusually heavy inclement weather. The City Manager shall approve any deviations for the established work hours.

In the event, a collection schedule must be temporarily modified, notification must be provided by 8:00 am on the next regular City business day. Failure to provide timely notification may result in a penalty assessment as provided in Section III. 25. Complaints Procedure, of this Contract.

17. Holidays.

When the regular pick-up falls on a holiday, as herein defined (New Years Day, Memorial Day, July 4th Independence Day, Labor Day, Thanksgiving Day, and Christmas Day), the pick-up shall be made on the following day.

Contractor reserves the right to delete, add, or change above stated holidays. Contractor will notify the City Manager of any alterations within thirty (30) days.

18. Missed Collections.

In the event that a regularly scheduled collection is missed and a complaint is received by either the City or the Contractor, a special collection of the solid waste will be required of the Contractor by the close of the next business day. The City shall notify the Contractor of any such complaint it receives within four (4) business hours.

In the event of missed pickups due to the customer or resident's negligence, at the customer's request, a special pickup will be made by the close of the next business day and the customer charged per the rate schedule. In the event of missed pickup due to acts of God, weather, or events outside the control of the Contractor, pickup will be made as soon as possible when conditions are safe to continue service.

19. Collection Equipment.

A. Contractor shall provide an adequate number of vehicles to collect solid waste in accordance with the terms of this contract. The vehicles shall be licensed in the State of New Mexico and shall be operated in compliance with all applicable state, federal and municipal regulations. The vehicles shall be manufactured and maintained to conform to the appropriate American National Standard Institute's standards. Contractor shall comply with applicable U.S. Environmental Protection Agency standards and New Mexico Department of Transportation regulations. Contractor must comply with all applicable noise and pollution control laws, rules, municipal code and regulations.

B. Each vehicle shall bear at a minimum the name and telephone number of the Contractor plainly visible on both sides of the vehicle. Each vehicle shall be uniquely numbered in numbers at least three (3) inches high on the front and rear. Collection trucks shall be painted uniform colors and shall be equipped with such safety devices and warning lights as shall be required by state, federal and municipal laws or regulations. Each vehicle shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be equipped with a fire extinguisher and appropriate first aid kit.

C. All trucks or other equipment used in collecting solid waste shall be thoroughly cleaned at least once each week, and deodorized or maintained in a sanitary and non-offensive condition. No solid waste material shall be allowed to remain in a truck or other collection equipment while parked overnight. All vehicles shall be sufficiently secured and/or maintained so as to prevent any littering of solid waste and/or leakage of fluids of any type. Fluid spills from

vehicles operating on routes must be soaked up and cleaned up in an appropriate manner immediately. No vehicles will be overloaded.

D. The Contractor shall not transfer, sell, assign, lease, surrender, abandon, or permit to lapse its title or right of possession in and to any real or personal property used in the performance of this contract, without replacing such property with property of comparable serviceability for use in performance of the work required. Any attempt to do so without permission of the City shall constitute a material breach of the contract.

E. The Contractor shall properly maintain all Contractor owned collection equipment, vehicles, and containers, and endeavor to keep the same serviceable. When they are no longer serviceable, such items of equipment should be replaced with property in proper operating condition.

G. The Contractor shall be responsible for an immediate response to spilled fluids and any damage caused by the Contractor in accordance with City, State and Federal regulations. Contractor shall promptly notify the City of such spills or damages.

H. The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets and alleys unattended.

20. Inspection of Equipment.

The City shall have the right to inspect all vehicles, equipment and containers used by the Contractor in carrying out the requirements of this contract. Contractor shall promptly perform all corrections of conditions found to be in violation of any Aztec Municipal Code, state or federal laws.

21. Containers: Size, Providing for.

All containers shall be labeled with a local service phone number.

A. Size

Contractor shall provide to each residential customer one 96-gallon wheeled polycart container with a hinged lid. Contractor shall provide commercial customers with a 96-gallon wheeled polycart with an attached lid or larger container, depending upon the customer's need.

The use of compactors, containers, dumpsters, and roll-off containers shall be the subject of private agreements between the Contractor and users to the extent possible, if not regulated by the Aztec Municipal Code. When conflicts exist as to the type, size or frequency of collection, the City Manager will make the final determination, or the City may specify requirements in the Aztec Municipal Code.

Upon the effective date of this contract, Contractor shall receive approval from City Manager before using any new type of container other than provided herein or in the Aztec Municipal Code.

B. Noncompliance with Regulations.

Contractor may not collect solid waste from containers that do not conform to the requirements of the City as to size, weight, type, condition, et cetera. Contractor shall reasonably inform the City of all non-standard containers, or of containers that exceed restrictions in weight and size, and shall further place on each such container, or at the residence, a tag indicating the problem with the container.

22. Containers: Location and Frequency of Collection.

A. Residential Collection.

All collections made by Contractor for other than a qualified physically disabled resident, shall be made at curbside from the streets, except where special circumstances warrant otherwise and where approved by the City. The City shall require owners to deliver receptacles to such point for collection, and return empty receptacles from said points to the usual place of storage.

The Contractor shall collect solid waste from residential units once a week. It is the responsibility of the customer to place collection container(s) at curbside, or as close as practicable to the collection point, by the time and in the manner specified in the Aztec Municipal Code on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways.

Physically disabled persons may request (in writing) and receive service whereby their waste containers (polycarts) are moved by Contractor from a convenient location, as provided by the Aztec Municipal Code, to the curbside for pickup. Containers qualifying for the physically disabled service will display the "handicapped" symbol or alternative method determined by Contractor and approved by the City to identify special service requirements. The Contractor may require medical certification from the customer requesting this service. The resident will not incur additional cost for this service.

B. Commercial Collection.

The City Manager and the Contractor shall determine the placement of commercial containers. The specific location of a container will be determined in the planning and/or building permit process. The Contractor shall have input as to the location of containers on new commercial sites. The Contractor shall provide collection service for the collection of solid waste from commercial units a minimum of once per week, according to the procedure set forth in the

Aztec Municipal Code. The frequency of collection and the placement and type of container shall be based on health, safety and convenience.

C. Overage.

The Contractor is not obligated to collect Overage, unless caused by Contractor spillage of non-overloaded containers during collection. "Overage" is defined as (i) Refuse or Recyclable Materials exceeding its containers' intended capacity, or (ii) Refuse or Recyclable Materials placed on top of or in the immediate vicinity of the container. If the Contractor elects to collect Overage, it may charge the Customer an Overage rate; provided, however, the Contractor must have photographic evidence of the Overage (which will be provided to the Customer upon request). If there have been more than three instances of Overage in any 12-month period for a particular service (i.e. Refuse or Recyclable materials), and Company has photographic evidence of each instance, Contractor may increase the customer's service level (i.e. larger container or more frequent service) to mitigate the Overage and may increase the charges to such customer according to the increased service level.

23. Containers: Maintenance.

A. Commercial

(1) The Contractor will perform all maintenance and repairs upon Contractor provided containers in order to keep them in proper operating order. Contractor agrees it will, not less than every two years, clean and sanitize all commercial refuse containers and assess the need for maintenance, repairs, paint and/or replacement. This maintenance will be performed at no charge to the City or the customer.

(2) Contractor further agrees that it will, upon request and for a reasonable fee, return solid waste containers to its repair yard for purposes of thoroughly cleaning said containers (commercial containers). Charge shall be direct billed to the customer by the Contractor and paid by the customer. This charge is for services of repair, washing and maintenance beyond the standards provided in this section.

(3) The Contractor may be entitled to seek restitution for all maintenance or repairs occasioned by the negligent or intentional acts of customers or third parties, from such responsible customer or third party.

B. Residential

(1) The Contractor shall service and replace, at no cost to customer or the City, unsightly, inoperable or damaged polycarts. Repair work will be done in a timely manner and Contractor will insure containers are returned to proper operating order.

(2) The Contractor may be entitled to seek restitution for all service and replacement costs occasioned by the negligent or intentional acts of customers or third parties.

24. Contractor's Personnel.

Contractor shall:

- A. Employ and retain supervisors and employees who are experienced and qualified to assure performance of this contract;
- B. Provide adequate number of qualified personnel properly trained to conduct the tasks required by this Contract between the City and Contractor and as may be required to satisfy the New Mexico Environment Department (NMED) and/or the Occupational Safety and Health Administration (OSHA). Contractor and subcontractor may be required to provide list of personnel fulfilling requirements of this Contract, and evidence of their qualifications. The City shall retain the right to reject personnel if they do not meet City qualifications;
- C. Not discriminate against any employee or applicant for employment on the basis of race, sex, age, ancestry, creed, color, religion or national origin.
- D. Comply with all applicable State and Federal laws pertaining to employment including wage and hour laws, working conditions, and equal opportunity laws.
- E. The awarded Contractor must submit their drug-alcohol free workplace policy to the City within 48 hours of Notice of Award. If applicable, CDL drug/alcohol testing policies and procedures must comply with Department of Transportation (DOT) drug-testing regulations. In addition, the drug-alcohol free workplace policy must apply to all applicable employees and include provisions for reasonable suspicion, pre-employment, and post accident drug/alcohol testing.
- F. Assure that each employee that drives or operates vehicles or equipment is properly trained in the operation thereof;
- G. Require that each employee assigned to drive or operate a vehicles or equipment shall, at all times carry a valid vehicle or equipment license required for the operation thereof and shall comply with all other state and local laws, Aztec Municipal Code, rules, and regulations;
- H. Provide adequate operating and safety training for all of its employees and personnel including, but not limited to hazardous waste management.
- I. Encourage that each employee be trained in first aid;
- J. Contractor shall conduct monthly safety meetings and provide minutes and attendance list from the meetings upon request.

K. Assure that employees and equipment operators use decent language, are sober, and are courteous to the public;

L. Require that employees follow regular walkways for pedestrians while on private property, not trespass or loiter on private property; not cross property to adjoining property, and not meddle or tamper with property which does not or should not concern them;

M. Require the appropriate field employees to wear a company uniform clearly labeled with the name of the company and employee. Such clothing will be as neat and clean as circumstances permit. Shirts will be required at all times;

N. Employees shall not accept gratuities from residents, tenants or other persons with a value greater than \$25.00.

O. Furnish, upon the request of the City, information concerning the background and experience of any supervisor, agent or employee of the Contractor;

P. Allow the City to make a complaint regarding any employee or agent of the Contractor or subcontractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his or her duties; who is unnecessarily noisy or violates the motor vehicle code. Any disciplinary action suggested by the City shall not be binding on the Contractor.

25. Complaints Procedure/Process and Liquidated Damages.

A. Procedure/Process.

The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. (The term legitimate complaint means after the customer has contacted the Utility office with an initial complaint and the complaint has not been resolved by the end of the next business day and the customer makes a 2nd call to complain on the same complaint.)

In order that the City may be informed of the quality of service, the Contractor agrees to maintain a record of all complaints for inspection by the City.

The Contractor agrees to furnish a monthly report, to the City Manager by the 10th of each month, listing the name and address of the person complaining, the nature of the complaint, and the disposition of each complaint.

All complaints whether received in person, by mail or telephone, shall be recorded in duplicate, one (1) copy to go to the City and one (1) copy to be retained by the Contractor. Complaints received shall be serviced by the close of the next business day. For each month in which the number of legitimate complaints reaches ten (10) or more for any cause the City shall be

entitled to claim liquidated damages of one hundred dollars (\$100.00) per complaint. Each claim shall be considered legitimate unless satisfactory disposition of the claim is furnished. The claim may be brought to the City Manager for dispute of a legitimate claim.

B. Disagreements.

To reduce disputes or litigation of the liquidated damages fees, it is understood that all questions rising as to the proper performance and the amount of work to be paid for under this Contract shall be subject to the decision of the City Manager.

C. Appeal of Complaints.

Contractor retains the right to appeal any decision by the City Manager to the City Commission.

D. Liquidated Damages.

The following acts or omissions shall be considered a breach of the contract and for the purpose of computing damages under the provision of this Section, it is agreed that the City may deduct from payments due or to become due to the Contractor, the following amounts as liquidated damages:

- | | |
|--|--|
| (a) Collection of residential solid waste prior to 7:00am or after 8:00pm Monday through Friday. (Section III.16 Hours of Collection) | \$150.00
each case |
| (b) Collection of commercial waste prior to 4:00 a.m. to 8:00 p.m. Monday through Friday, and 4:00 a.m. to 1:00 p.m. Saturday. (Section III.16 Hours of Collection) | \$150.00
each case |
| (c) Collection of mixed solid waste prior to 6:00 a.m or after 8:00 pm Monday through Friday, and prior to 7:00am or after 3:00 p.m. on Saturday. (Section III.16 Hours of Collection) | \$150.00
each case |
| (d) Legitimate Complaints (Section 111.25 Complaints Procedure/Process and Liquidated Damages) Over ten (10) per month. | \$100.00
each additional
legitimate
complaint |
| (e) Failure to clean vehicles and maintain in good working condition. (Section III.19.C Collection Equipment) | \$100.00
each vehicle |
| (f) Failure to keep vehicles closed or covered. (Section III.19.C Collection Equipment) | \$100.00
each vehicle |
| (g) Loaded vehicles left standing on the street unnecessarily. (Section III.19. C Collection Equipment) | \$100.00
each vehicle |

- | | | |
|-----|---|---|
| (h) | Failure to maintain schedule established and given as a requirement of this Contract, in writing to the public and the City. (Section III.15 Areas to Be Service; Routes and Schedule) | \$100.00
per violation of
route schedule. |
| (i) | Failure to pick up scattered debris which was caused by driver error. Each vehicle shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. (Section 111.12.J Service and III.19.B Collection Equipment) | \$200.00
each case |
| (j) | Failure to advise City Manager, in writing, of Contractor unplanned interruption in service including estimate length of interruption, areas impacted, and plan to resume normal service. Notification must be received by 8:00 am the next business day. (Section 111.12.O Service) | \$500.00
per day of lack of
notification |
| (k) | Failure to advise City Manager, in writing, of modified collection schedule due to heavy workload, excessive equipment breakdown or unusual inclement weather. Notification must be received by 8:00 am the next business day. (Section III.16 Hours of Collection) | \$500.00
per day incident |

26. Landfill/Disposal Site.

A. The location of the disposal site to be used under the terms of this contract is the San Juan County Regional Landfill although in any time of emergency or convenience the Contractor may use any compliant landfill. The choice of this site was made by the Contractor, who will assume all related fees. Compensation for hazardous waste fee and unanticipated costs will be subject to this contract's provision for petitioning for extraordinary costs. Contractor may, at any reasonable time, be asked to provide evidence that the disposal site, upon which its rates are based, is the site actually used, and that the said site is operated according to State and federal Regulations. Primary use of different sites is subject to the approval of both parties.

B. The Contractor has established procedures allowing residential customers free access to the landfill, as set forth below.

Residential customers will be allowed to use the landfill a total of six loads of solid waste per year, per household, at any time during regular landfill business hours, with no charge. Free disposal is limited to residential waste and does not include prohibited or unauthorized wastes or tires, as defined in Exhibit B, Waste Definitions. Residents not meeting requirements for proof of residency, exceeding either weight limits or times per year, or disposal of other waste will be subject to the fees established by the Contractor. This provision for free landfill access does not extend to commercial/business loads.

C. City residents will be allowed to dispose of dead animals at the landfill, operated by the Contractor, for an established fee.

27. Special Collection Programs.

A. Services to the City.

Contractor shall provide reasonable solid waste collection and disposal service to the City government, free of charge. Such service shall include but not be limited to:

- (1) Emptying outside solid waste receptacles (carts or dumpsters) placed throughout the corporate area of the City including city owned facilities, parks and other public areas designated by the City, in writing, during the term of the contract.
- (2) Monthly roll-off (30 yd container) at the City's convenience center, 307 S Ash, Aztec NM, for the public's use for the disposal of debris. Requirements exceeding one roll-off per month will be billed to the City at a rate negotiated with the contract.
- (3) Single stream recycling container at the City's convenience center, 307 S Ash, Aztec, NM, for the public's use for recycling. Requirements exceeding one roll-off per month will be billed to the City at a rate negotiated with the contract.
- (4) Disposal of dead animals at the Animal Care and Control facility. The Contractor will provide assistance to the City Staff to load the dead animals from the facility to the Contractor's equipment.

B. Community Wide Clean Up.

- (1) The Contractor will participate in two community-wide clean up events each year; the dates of which will be determined by the City and provided to the Contractor at least 45 days in advance.
- (2) The Contractor will furnish, deliver, transport, and pick up five (5) 30 cy metal containers at site(s) identified by the City.
- (3) The Contractor will be responsible for moving all collected refuse off the City's designated site(s) within 48 hours of the end of the event.

C. Electronic Waste Program.

The Contractor will participate in two community-wide clean up events each year; the dates of which will be determined by the City and provided to the Contractor at least 45 days in advance.

D. Bulky Item Disposal.

The Contractor will provide bulky item pickup to each residence two times per year during a specified week agreed upon by the City and the Contractor. Such collection will be available to each residence on the scheduled collection day by appointment at the customer's request. Bulky items include household appliances, discarded furniture, swamp coolers, hot water heaters, and other items not suitable for normal collection (limited to 75 pounds per item and 2 yards per collection). Bulky item collection does not include construction debris, junk cars, dirt, rock or concrete. Additional bulky item pickup services may be available to each residence at the customer's request for an additional fee.

E. Yard Waste Collection.

Yard waste shall be collected two times per year during a specified week agreed upon by the City and the Contractor for a fee. Such collection shall be available to each residence on the scheduled collection day by appointment at the customer's request. Each participating residence shall be limited to ten bags or bundles of yard waste. No trees or tree stumps will be accepted during this collection.

28. Recycling Services.

A. Commercial Recycling.

Contractor will implement a commercial recycling program in coordination with the City to ensure compliance with the Aztec Municipal Code. Commercial customers participating in this program will coordinate service directly with the Contractor and will be a direct bill customer with the Contractor.

B. Residential Recycling.

The City and Contractor will develop a residential curb side recycling program during the term of this contract.

C. Recyclable Materials.

Recyclable Materials are defined in Exhibit B. Contractor has the right to add or remove materials which are deemed "Recyclable Materials" based on availability of commercially viable markets. Contractor shall notify City Manager at least 30 days prior to any such changes. Title to Recyclable Materials shall transfer to Contractor upon collection in Contractor vehicles.

E. Equipment Costs.

All equipment costs necessary for the efficient and continued operation of the recycling services shall be funded by Contractor.

29. Performance.

Performance Bond

Contractor shall furnish to the City and keep in force during the term of this contract or any renewal or extension thereof, a performance a bond not less than the amount paid by the City for six months of solid waste services during the previous calendar year. For the initial year of the contract, a performance bond equivalent to \$400,000 will be furnished to the City within 30 days of the execution of the contract. The bond shall guarantee the Contractor's faithful performance of its duties and obligations under this Contract and shall be in such form as has been approved by the City Attorney.

The surety on the bond shall be a duly authorized corporate surety company qualified under New Mexico law and regulation to issue such bonds in the State of New Mexico. Attorneys-in-fact who sign performance bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company evidencing such agent's authority to execute the bond. Said bond shall be kept in force throughout the term of this Contract or any renewal or extension thereof. In the event of the surety's insolvency the Contractor shall provide a new bond in no less than fifteen (15) days.

This Contract shall be subject to termination by the City at any time if said bond shall be canceled, or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the City six (6) months prior to the effective date of said cancellation. The contract will not be terminated if, within thirty (30) days of such notice, the Contractor files with the City a similar bond to be effective for the balance of the contract period.

30. Books, Records; Access to Reports.

The Contractor shall keep detailed, accurate and complete records in such reasonable form as the City may require, and the City has the right to inspect the same to show compliance with this contract. The Contractor shall provide an annual corporate financial report to the City.

31. Joint and Several Liability.

If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

32. Indemnification.

The Contractor assumes all risk of loss or injury to property or persons arising from any of its operations or omissions under this contract. The Contractor will indemnify and hold harmless the City, its officers and agents, servants and employees from any and all such suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising from any claims, willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this contract. However, Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

33. Insurance.

The Contractor assumes all risk of loss or injury to property or persons arising from any of its operations under this Contract, and agrees to indemnify and hold harmless the City from all claims, demands, suits, judgments, costs or expenses arising from any such loss or injury, provided that the Contractor shall not be liable for any claims, demands, suits, judgments, costs or expenses arising out the award of this Contract or a willful or negligent act or omission of the City. It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Contractor. The Contractor agrees to obtain and maintain in effect, at its sole cost and expense, with forms and insurers acceptable to the City, until all the obligations under this Contract are satisfied, insurance policies providing protection against claims for personal and bodily injury or death, as well as claims for property damage which may arise from operations in connection with the Services whether such operations are by Contractor or any subcontractor, as follows:

(A) **Workers' Compensation.** The Contractor shall maintain, during the life of this Contract, Workers' Compensation insurance for all its employees employed in the operation of the refuse collection for the City and, if any work is subcontracted, the Contractor shall require its subcontractors similarly to provide Workers' Compensation insurance for all of the latter's employees. If any class of employees engaged in work under this Contract for the refuse collection is not protected under any Workers' Compensation law, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of employees not otherwise protected.

(B) **Liability Insurance.** The Contractor shall furnish the City with a certificate of insurance as evidence of a comprehensive policy of commercial general and automobile liability insurance insuring the Contractor, City and its agents, officers and employees against claims or liability for injury to, or death of any person or persons, or damage to real or personal property, arising in or by reason of or in connection with the Contractor's operations herein contemplated and agreeing to defend against all claims, demands, actions or legal proceedings made or brought by any person by reason of such injury, death or damage and to pay all judgments, interest, costs, legal and other expenses arising out of or in connection therewith. Said policies shall be on an occurrence basis and shall include a waiver of subcontractor claims against the City. The limits of liability of such policy shall be not less than \$1,000,000 combined single limits for

bodily injury and/property damage. The liability insurance requirement stated herein may be satisfied by the Contractor endorsing its existing liability policy to name the City and its agents, officers and employees as additional insured thereunder, and will contain the standard cross liability and severability of interest clause. In such case, certificates of insurance under the Contractor's liability policy as endorsed shall be furnished to the City.

(C) Environmental Impairment Liability Insurance. The Contractor agrees to procure and maintain at its expense during the term of this Contract environmental impairment liability insurance in an amount not less than \$10,000,000 per claim and \$10,000,000 in the aggregate. Such policy shall insure against bodily injury, property damage, or economic loss. This policy may not exclude liability for damage to property in the care, custody and control of the Contractor.

(D) Umbrella Excess Liability Insurance. The Contractor agrees to procure and maintain at its expense during the term of this Contract umbrella excess liability insurance in an amount not less than \$20,000,000 per claim and \$20,000,000 in the aggregate.

(E) Proof of Insurance. The Contractor shall furnish the City, concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and will provide to the City at least thirty (30) days prior notice of cancellation of any policy during the effective period of this Contract.

(F) Property Insurance. The Contractor shall purchase and maintain property damage insurance for Contractor-owned property. Any Contractor owned property not properly insured shall be the financial responsibility of the Contractor.

34. Lawsuits/Litigation.

The Contractor shall pay any judgment which may be obtained against the City either alone or jointly with said Contractor, for injury or damage to persons or property by reason of the performance or non-performance by the Contractor of the terms of this contract, or in connection with the infringement by the Contractor of any patents. If the City alone shall be sued for such injury or damage, Contractor shall be provided immediate written notice by the City and Contractor shall appear and defend such action unless caused solely by the negligence of the City.

35. Waivers.

A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

36. Permits; Licenses; Taxes.

The Contractor shall obtain at its own expense all permits, licenses and approvals required by law or ordinance to affect the performance of this Contractor and maintain same in full force and effect. Copies of same shall be provided to the City upon request.

37. Compliance with Law.

In its performance of the terms and conditions of this contract, the Contractor shall comply with all city, state and federal laws, municipal code and regulations which are now or which may hereafter regulate the activities which are the subject of this contract. The Contractor shall keep informed of all existing and future laws, municipal code and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all its agents and employees to observe and comply with all such existing and future laws, municipal code, regulations, orders and decrees. Contractor shall protect and indemnify the City and all its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, municipal code, regulation, order and decree.

38. Training.

Contractor shall avail itself and its employees of the training in solid waste management provided from time to time by the New Mexico Environmental Division, or by any other recognized entity, and generally keep itself abreast of the advances made in the field of solid waste disposal.

39. Annual Performance Report.

Contractor shall provide to the City Manager an annual performance report specific to the services provided to the City. Report should include but is not limited to:

- Commercial tons collected
- Residential tons collected
- Recycle tons collected
- Recycle Revenues
- Safety Record
- Complaint Record
- Community Participation

Report is due to the City Manager by February 1st for the previous calendar year.

IV. MUTUAL PROVISIONS

40. Interruption/Continuity of Service.

An interruption of service due to a vacancy, whether temporary or permanently, in which the customer requires service for a period of less than ten (10) days will not constitute a full month of service and therefore no billing of charges. A period of service to ten (10) days or greater will be deemed a continuation of service for an entire month and subject to charges for a complete month.

41. Duty of Contractor to Notify City of Condition of Streets.

Contractor agrees to cooperate with City by notifying City of any problem area in streets and alleys. Contractor shall promptly notify the City Manager, in writing, of any street or alley which is impassable.

42. Rate Changes.

A. CPI Adjustments.

Commencing on the date which is one (1) year after March 1, 2019 (the "Commencement Date") and on the same date annually thereafter (the "Adjustment Date"), the Rates, shall be adjusted by a percentage equal to the annual percent change in the average Consumer Price Index for All Urban Consumers: Garbage and Trash Collection Services ("WST"), as published by the Bureau of Labor Statistics, for the 12-month period ending the previous November 30 (compared to the average WST for the next previous 12-month period ending November 30).

At least sixty (60) days prior to the Adjustment Date, Contractor shall notify City of the WST adjustment to take effect on the Adjustment Date and shall provide City with its computations.

Adjustments to rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered.

B. Additional Rate Adjustments.

The Contractor may request an adjustment to the rates set forth in Exhibit A to recover changes in the cost of operations for circumstances which are not within the reasonable control of the Contractor. Such circumstances may include, and are limited to: (i) a change in Contractor operations due to Force Majeure (as defined in Section IV.49); (ii) any change in law, statute, rule, regulation, or local government that is effective after the date of this Contract, including but not limited to increases in surcharges, fees, assessments, or taxes levied upon waste collection or disposal; (iii) changes in the scope or method of operations provided by Contractor required, initiated, or approved by the City; (iv) changes in the scope of services; (v) new or additional services the City may request; (vi) changes in disposal or processing fees; (vii) a

material fluctuation in the market price for Recyclable Materials, unforeseen increases in the cost of collection, handling, processing, storing, transporting, marketing, or sale or other disposition of Recyclable Materials, the need for increased promotional or educational activities pertaining to recycling, or any changes to the definition of "Recyclable Materials" set forth herein. Such circumstances may not include changes in the cost of fuel. The Contractor's request shall include a report detailing the increased expenses associated with performance.

The City will process such a request in a reasonable and timely manner and approval of such a request shall not unreasonably be withheld; and shall conclude all action within ninety (90) calendar days.

C. City's Discretion.

Nothing contained herein shall be construed as a prohibition upon the right of the City to exercise its power to change rates at any time pursuant to its police power or to restrict in any way the City's full exercise of discretion in establishing charges to its citizens for Services to any premises in the corporate limits of the City of Aztec, so long as the Contractor receives compensation for the Services provided herein.

43. Quality Service Survey.

At the beginning of the third year of the first term of the Contract, the Contractor will conduct a Quality of Service survey of the residents of the City to determine service level and to solicit suggestions for improved service. The survey will be conducted by an independent 3rd party research firm as approved by the City and will be performed every two years of the term of this agreement. The results of the survey(s) and Contractor written response will be provided to the City Manager within sixty (60) days of the conclusion of the survey.

44. Performance Bond – City May Withhold Payment.

The moneys to be collected monthly by the City from customers shall constitute a cash performance bond for assurance and guarantee to the City of the faithful performance by the Contractor of all of the terms and conditions of this Contract. Subject to the right of the Contractor to appeal any such decision to the City Commission, payment hereunder may, at any time, be reduced or withheld by the City, if, in the opinion of the City Manager, the Contractor is not diligently and efficiently endeavoring to comply with the intent of the Contract, or if the Contractor shall fail to pay for labor and material used in the performance of this Contractor when such payments become due. The City may in good faith apply a portion of or all of such cash performance bond to cover City's expenses incurred by reason of default of Contractor or to pay labor and material liens used to affect the performance of this Contract.

45. Billing of Accounts; Basis of Method of Payment.

A. City Billing.

Except as otherwise specifically provided herein, the City has established by Aztec Municipal Code, a schedule of fees for the various classes of Service provided by the Contractor and collected by the City.

The City and Contractor shall maintain full and complete records which accurately reflect the names and addresses of customers billed, services provided and the amounts billed and collected. The Contractor will invoice the City for the services provided, including an excel or csv file containing detail of addresses serviced, type of service and fee associated with service, within eight (8) working days following the month for which services are rendered.

The City will process payment to the Contractor, according to rates established, on a monthly basis on or before the 20th day of the month following the month for which services are rendered. The City and Contractor shall cooperate in providing the necessary information and billing on a timely basis so that payment may be made as set out above.

B. Special Services.

Charges for special services not provided for by Aztec Municipal Code, and charges which are the subject of private agreements between the Contractor and the customer, shall be billed and collected by the Contractor, except those identified on Exhibit A, which will be billed by the City. These services are subject to the franchise fee. A record of these charges and collection shall be included with the monthly remittance of franchise fees to the City.

C. Taxes.

All taxes (excluding the New Mexico Gross Receipts Tax ("NMGR")) and license or other governmental fees and charges are the responsibility of the Contractor, and if increased, the rates set forth on Exhibit A may be adjusted as provided in Section 42 hereof. The City shall be responsible for the NMGR at the governmental rate for services billed by the City and shall issue the Contractor a Type 5 Non-Taxable Transaction Certificate. The Contractor shall be responsible for the NMGR for services billed by the Contractor.

46. Delinquent Accounts – Commercial Service.

The Contractor agrees to discontinue commercial Services to delinquent accounts when requested to do so by the City, provided the City notifies the Contractor in writing at least five (5) days prior to the date Service is to be discontinued. Any questions by the customer as to such delinquent accounts shall be referred to the City. Additionally, regarding amounts billed by Contractor to customers, Contractor may discontinue services where accounts become at least 120 days delinquent.

47. Assignment.

The rights authorized by this contract are not assignable either voluntarily or by; operation of law without the consent of the City, which consent shall not be unreasonably conditioned, delayed or withheld. In the event the Contractor becomes insolvent or bankrupt, then the rights authorized hereby may be immediately canceled or annulled, and the City shall have the right to provide collection services or substitute another Contractor in its place and stead in a manner provided by law.

48. Subcontractors.

Contractor shall not subcontract the work or business that it has contracted to perform, without the prior written consent of the City.

49. Force Majeure: Default, Breach, Termination.

The parties mutually agree and recognize that for the health, safety, and well-being of the residents of the City of Aztec it is necessary to have efficient, regular and continuous garbage and refuse collection service. It is further recognized that alleviation or cessation of such service entered for even a short period of time adversely and materially affects the health of the people and the sanitation of the city. It is further understood that circumstances may arise which will either prevent or materially affect the ability of the Contractor to perform its obligations under this Contract.

In the event the Contractor fails to perform any of the provisions hereof, the City Manager shall give the Contractor written notice specifying the provisions hereof that have been breached or defaulted, and shall so notify the City Commission. Contractor shall have ten (10) days from receipt of such written notice from the City Manager within which to correct any such breach or default. In the event the Contractor does not make such correction within said 10-day period as hereinabove provided, then the City Commission may order the termination of the Contract after public hearing upon the matter of Contractors default before the City Commission following not less than five (5) days written notice of such hearing to the Contractor.

Should a breach of contract or default result from an act of God, strike, public enemy or similar cause beyond the control of the Contractor, the City shall have the right during such period in addition to other remedies to take over the collection of refuse and utilize all the equipment owned by Contractor, and used by it in the performance of this contract. The City shall be reimbursed by the Contractor during the period of time that said collections are made by the City. Such reimbursement would be equal to and not more than Contractor's cost in a like preceding period.

In the event no transportation and disposal of refuse, as provided in this Contract, is provided for a period of seven (7) consecutive days, in order that the public health and safety shall not be endangered, Contractor agrees that upon determination thereof made by the City Commission without written notice to the Contractor, the City shall have the right, but not requirement, to immediately take over the collection of all refuse and utilize all equipment owned by the

Contractor and used by him in the performance of this Contract. Such utilization by the City shall be limited to that period during which Contractor fails to so collect refuse as required by this Contract, and during said period the Contractor shall reimburse the City as in paragraph (3) above.

Option to Lease Equipment at Termination.

If the City should terminate this agreement based on Contractor's uncured default, the City shall have an option to lease all usable equipment and other property (excluding real property) belonging to the Contractor until replacement services can be arranged, but no longer than one year from the date of termination. The parties will negotiate in good faith regarding reasonable and customary lease terms, including market pricing, insurance coverage and City indemnification of Contractor. In the event parties are unable to agree upon lease terms, it will be resolved through a dispute resolution process agreed upon by the parties. If the parties fail to agree on a dispute resolution process, the lease pricing terms will be determined through binding arbitration.

50. Change of Ownership; Sale of Assets; Notice.

In the event that the Contractor's business assets are sold, the City maintains the right to hold the original owner solely or jointly liable. If, however, the City determines that the new ownership or management can adequately and faithfully render the services called for in this contract for the remaining term of the contract, then the City may elect to execute an approval allowing the new owner to assume the rights and duties of this contract. Such approval shall release the previous owner of any obligation and liability. The City shall be provided courtesy written notice of any purchase or acquisition offer received by the Contractor within thirty (30) days of receipt of such offer.

51. Public Rights-of-Way; Use.

The Contractor shall have the right to use any and all streets, alleys, bridges and other public rights-of-way within the City, for the purpose of providing its services and performance under this contract. Such rights shall be subject to all other regulations, laws or requirements of the city, state or federal government. The City may exempt Contractor's collection vehicles from any City imposed weight limit on a City street when said vehicle is on a collection route and when in the best interest of the City; said approval shall not be unreasonably withheld.

52. Conflict of Interest.

No officer, member or employee of the Contractor or the City shall have any financial interest or other conflict of interest in the terms of this contract, without full disclosure and/or a waiver by the other party. Such waiver may be granted based on a good faith determination that the best interests of the City are being met.

S3. Emergency Use of Equipment.

Contractor may provide equipment and personnel to the City during a declared state of emergency. Rates may be negotiated at time of the emergency declaration.

S4. Bankruptcy, Assignment; Trustee.

Contractor's insolvency or voluntary or involuntary bankruptcy shall not constitute prospective unwillingness or inability to perform, or a repudiation of this contract by the Contractor. However, Contractor must provide written, timely and adequate assurance and commitment of its ability to perform. Without such, the City may suspend, if it deems commercially reasonable, the terms of this contract and may terminate the exclusive contract granted hereunder. If the Contractor fails to provide adequate assurance and commitment, the City may also terminate this contract with thirty (30) days written notice. Assumption of this contract and the underlying contract by any of the Contractor's trustees or receivers shall be deemed to give rise to a reasonable sense of insecurity. However, the City shall not be bound to the terms of this contract in the event of the filing of any bankruptcy or by the Insolvent Contractor's trustee or receiver. In such event, the City retains and shall exercise all rights and remedies available at law and equity. Should the Contractor be rendered unable to perform its obligations hereunder, the City shall maintain the perpetual first right to purchase the containers and vehicles associated with the performance of this Contract.

S5. Bond/Notes: Contractor's Indebtedness.

This contract, and the underlying exclusive contract, does not authorize the Contractor to incur indebtedness or liability on behalf of or payable by the City. All expenses incurred and necessary in carrying out the provisions of this contract shall be payable solely from Contractor's resources. By this contract, the City does not assume any debts, or pledge its faith and credit or taxing power for the repayment of any Contractor's debt. Contractor shall have no right to have taxes levied, or the taxing authority of the City utilized, for the payment of any of Contractor's debts.

VI. MISCELLANEOUS PROVISIONS

56. Reservation.

This contract is subject to the limitations now or hereafter provided by law. The City reserves the right to alter and amend the Aztec Municipal Code in any manner necessary for the safety and welfare of the public, or to protect public interests. This Contract is subject to the provisions of the Constitution and laws of the State of New Mexico and all ordinances enacted by the City Commission of the City of Aztec.

57. Illegal Provisions.

If any provisions of the Contract shall be declared illegal, void, or unenforceable, the other provision shall not be affected but shall remain in full force and effect.

58. Notices

Contractor shall maintain an office in San Juan County, New Mexico. All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail:

Municipality:

City Manager
City of Aztec
201 W. Chaco
Aztec, New Mexico 87410

Contractor:

Dan Darnell
New Mexico Public Sector Manager
Waste Management of New Mexico, Inc.
101 Spruce Street
Farmington New Mexico 87401

With a copy to:
Waste Management
Attention: Public Sector Director
222 S. Mill Avenue, Suite 333
Tempe, Arizona 85281

Any change of address by either party shall be by notice given to the other in the same manner as specified herein.

59. Point of Contact

All dealings, contacts, etc., between the Contractor and the City shall be directed to the employee of City as designated by the City Manager.

60. Number of Copies.

This Contract may be executed in any number of counterparts, all of which shall have full force and effect of an original for all purposes.

61. Discriminatory Practices Prohibited.

Neither the Contractor nor any subcontractor, or any persons acting on Contractor's behalf shall discriminate against any person because of race, sex, age, ancestry, creed, color, religion or national origin.

62. Applicable Law.

This contract will be governed by the laws of the State of New Mexico both as to interpretation and performance.

63. Modification of Contract

This contract constitutes the entire agreement and understanding between the parties hereto, and it will not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

64. Right to Require Performance.

The failure of either party at any time to require performance by the other party of any provisions of this contract will in no way affect the right of that party thereafter to enforce the same. No waiver of either party of any breach of any of the provisions hereof will be taken, or held to be a waiver of any succeeding breach of such provision, or as a waiver of any other provision.

65. Grace Period.

In the event that certain requirements contained herein cannot be immediately accomplished or performed by the Contractor upon the execution of this contract, or upon a later date as may be specified herein, and upon notice to the City, it is agreed that there shall be a three (3) month grace period during which the Contractor shall make every effort to come into compliance. During this grace period, the Contractor shall not be in default and the City agrees to take no action to terminate this contract under the provisions herein, if in the determination

of the City, the Contractor is making a good faith effort to come into compliance before the expiration of the grace period. The City may extend the grace period for extraordinary circumstances beyond the control of the Contractor, when in the best interest of the City. The grace period will not apply to the initial month of the contract.

66. Contract Changes.

Changes to the Contract may only be made by written amendment of the Parties. Any such change shall be executed by authorized representatives of the Contractor and the City.

67. Drug and Alcohol Policy.

During the term of the Contract, Contractor is required to have in place, and comply with a Drug and Alcohol Policy that meets or exceeds the requirements of the New Mexico Department of Transportation. Contractor will provide the City with an electronic or written copy of any such policy and related procedure upon request by the City Manager. Contractor's policy, at a minimum, must provide for a work environment that is free from the use, consumption, possession, sale or distribution of illegal drugs or alcohol and from the misuse of legal drugs on the Contractor's premises or on the premises of its clients. This requirement must include Contractor vehicles (owned or leased) used for the purpose of performing Contractor's work or the management thereof. Accordingly, for reasonable cause or to comply with the requirements of the New Mexico Department of Transportation, the Contractor will require that employees and subcontractors alike will be subject to testing to determine the presence of illegal drugs, alcohol or inappropriately used legal drugs while performing work. Consumption of alcohol or ingestion/injection of illegal drugs during employee breaks or lunch is strictly prohibited. Employees must be fit for duty and not be under the influence of alcohol or controlled substances (without a valid prescription for the controlled substances) when employees present for duty and at all times while at work or on duty. Contractor's policy shall include reasonable testing procedures and full compliance with all New Mexico Department of Transportation requirements for covered functions. Contractor is responsible for testing and other related costs, for providing all required reports to any government agency, and, at the City's request, Contractor shall make its drug/alcohol testing statistics available to the City Manager upon request.

68. Arbitration.

(a) Arbitration. Any claim or dispute arising out of or in connection with this Contract not resolved by negotiation between the parties, shall be submitted for binding arbitration to a panel of three arbitrators. Any such arbitration shall be conducted at Aztec, New Mexico. Either party may initiate the arbitration by giving written demand for arbitration to the other party in accordance with this Contract, setting forth the nature of the claim or dispute, including a short statement of the factual basis for the claim, the amount involved, if any, the remedy sought, and the name of one arbitrator.

(b) Appointment of Arbitration Panel. The party initiating the arbitration shall appoint one arbitrator and shall name the chosen arbitrator in the written demand for arbitration. Within 20 days after receipt of the written demand for arbitration, the other party shall appoint a second arbitrator by written notice to the initiating party given in accordance with this Contract. Within 30 days after the appointment of the second arbitrator, the two arbitrators so appointed shall appoint a third arbitrator by written notice to the two parties given in accordance with this Contract. If the party not initiating the arbitration fails to appoint an arbitrator as provided above, the original arbitrator shall propose a list of three arbitrators with substantial experience in commercial arbitration and send such list to the other party. If the first two arbitrators fail to appoint a third arbitrator, the two arbitrators shall each propose a list of three arbitrators with substantial experience in commercial arbitration and send such list to the other party. In either case, the party receiving such proposed list of arbitrators shall have five business days from the receipt of the list to strike two names from the list proposed by the other party's arbitrator and to notify the other party of the names stricken. If a party fails to timely strike its allowable number of names, then that party will be deemed to have only stricken the number of names it has timely stricken. If more than two names are stricken or if a party fails to timely strike any names, then that party will be deemed to have not stricken any names. If, after striking such names, only one unstricken name appears on the list(s), such unstricken arbitrator shall be the additional arbitrator. If more than one unstricken name appears on the list(s), the previously appointed arbitrator(s) shall randomly select the additional arbitrator from such unstricken arbitrators. No arbitrator shall have or previously have had any significant relationship with any of the parties. Notwithstanding the foregoing, if the only relief sought is for a monetary award of \$100,000.00 or less, then the dispute shall be resolved by one arbitrator in accordance with the Commercial Rules of Arbitration of the American Arbitration Association.

(c) Conduct of Arbitration. The arbitration shall be conducted in accordance with the Commercial Rules of Arbitration of the American Arbitration Association then in effect, except as such rules may be modified upon request of a party or the parties for the purpose of the arbitration proceeding by action of a majority of the arbitration panel by written notice to each party given in accordance with this Contract. The decision of the arbitrators shall be by majority vote. The award of the arbitrators shall be final and binding upon the parties, and the judgment thereon may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, if the controversy or claim in question is not resolved by the arbitrators as provided herein within 180 days after selection of the third arbitrator, either party may pursue any remedy with respect thereto provided by law.

(d) Discovery. For any arbitration initiated under this Contract, the parties may conduct discovery in advance of the arbitration hearing in accordance with the New Mexico Rules of Civil Procedure. Upon the request of a party or the parties, the arbitration panel shall establish a discovery cut-off date.

(e) Costs of Arbitration and Attorneys Fees. The fees and expenses of the arbitrators and all other expenses of the arbitration and the legal fees and costs incurred by the prevailing party

shall be assessed against the non-prevailing party by the arbitrators and included in any award or decision.

69. Incorporation By Reference and Precedence

This Contract is derived from the following documents:

The Request for Proposal ("RFP"), written clarifications to the RFP and response to questions;

The Contractor's response to the RFP.

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:

Amendments to the Contract in reverse chronological order;

The Contract;

The Contractor's response to the RFP; and

The RFP, including attachments thereto and written responses to questions and written clarifications.

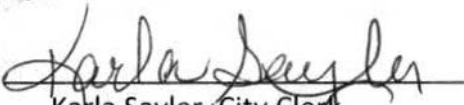
IN WITNESS HEREOF, Contractor and City have caused this agreement to be executed on their behalves by their duly authorized representatives as of the Effective Date set forth above.



CITY OF AZTEC

BY: 
Mayor Victor Snover


ATTEST:

By: 
Karla Sayler, City Clerk

Approved to Form:


J. Nicci Unsicker, City Attorney

WASTE MANAGEMENT OF NEW MEXICO, INC.

BY: 
Scott Bradley, President

85-0229020
Federal Taxpayer Identification or
Social Security Number

01-799-015007
NM Taxpayer Identification Number

**EXHIBIT A
CITY OF AZTEC
Monthly Rates for Solid Waste Collection Service
Effective March 1, 2019**

Waste Management of New Mexico, Inc. (Contractor) will bill the City of Aztec monthly for solid waste services provided to residents, businesses and government entities, as defined in Section 15.A, which are not under private agreement between the Contractor and customer.

Billing rates to the City are established as follow:

1. Residential Trash Service: Includes single family and multi-unit residential

Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
96 Gallon Cart	\$14.00	N/A	N/A	N/A	N/A	N/A	\$25.90
Extra Cart	\$5.25	N/A	N/A	N/A	N/A	N/A	N/A
Additional Bulky Item Pickup Up	\$30.00	Per Service					
Replacement of Lost, Stolen or Missing Cart	\$75.00	Per Container					

2. Residential Recycling Service:

Container Size	Monthly Collection Frequency						Extra Pickup
	Every Two Weeks	Once a Month	3	4	5	6	
96 Gallon Cart	\$7.46	\$6.68	N/A	N/A	N/A	N/A	\$13.80
Extra Cart	\$7.46	\$6.68	N/A	N/A	N/A	N/A	N/A

The above residential recycling rates assume the following:

- Friedman tip fee of \$60.00 per ton
- City-wide contamination of 10% or less
- Mandatory recycling for all residents
- Contractor remedies to address customer contamination

2. Commercial Trash Service.

Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
96 Gallon Cart	\$18.75	\$37.50	N/A	N/A	N/A	N/A	\$34.69
Extra Cart	\$18.75	\$37.50	N/A	N/A	N/A	N/A	\$34.69
2 CY Dumpster	\$35.54	\$71.08	\$106.62	\$142.16	\$177.47	\$213.24	\$65.75
3 CY Dumpster	\$53.31	\$106.63	\$159.94	\$213.26	\$266.57	\$319.88	\$98.62
4 CY Dumpster	\$71.08	\$142.16	\$213.24	\$284.32	\$355.40	\$426.47	\$131.50
6 CY Dumpster	\$106.62	\$213.24	\$319.86	\$426.47	\$533.09	\$639.71	\$197.25
8 CY Dumpster	\$142.16	\$284.32	\$426.47	\$568.63	\$710.79	\$852.95	\$263.00

** Overage	\$65.00	Per Incident
** Gates Fees	\$35.00	Per Month, Per Gate
** Lock Bar	\$12.67	Per Month

** Contractor will bill customer directly for these fees

3. City Facilities Trash Service

Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
96 Gallon Cart	N/C	N/C	N/A	N/A	N/A	N/A	N/C
Extra Cart	N/C	N/C	N/A	N/A	N/A	N/A	N/C
2 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C
3 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C
4 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C

Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
6 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C
8 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C

City Roll Services:

Container Size	Delivery Fee	Haul & Disposal
* 30 YD Roll Off	\$115.00	\$145.00 plus disposal
* 40 YD Roll Off	\$115.00	\$145.00 plus disposal

Single Stream Recycling Container:

Container Size	Delivery Fee	Haul & Disposal
* 30 YD Roll Off	\$0.00	\$145.00 plus disposal

* Contractual allocation – 12 trash roll offs & 12 single stream recycling containers per year.

Treated Sludge Removal:

Container Size	Delivery Fee	Haul & Disposal
20 YD Roll Off	\$0.00	\$225.00 plus disposal

EXHIBIT B: WASTE DEFINITIONS

1. **“Refuse”** means all putrescible and nonputrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial, community, and municipal garbage, trash, paper, rubbish, ashes, and demolition and construction wastes. The term “refuse,” as used herein does not include Hazardous Waste, Special Waste, or Miscellaneous Special Waste (as defined below); designated waste or contaminants that may be injurious to personnel engaged in solid waste handling, including but not limited to infectious waste, sewage and body wastes, acids, explosives, radioactive material and septic tank pumping, large mechanical devices; or any materials that are, or in the future become, prohibited from receipt, handling or disposal as municipal solid waste by state, federal or local law, regulation, rule, code, ordinance, order, permit, or permit condition.
2. **“Recyclable Materials”** means aluminum food and beverage containers; ferrous (iron) cans; HDPE natural plastic containers with the symbol #2 such as mil and water bottles; plastic with symbols #3, #4, #5, #6 and #7; old corrugated containers; catalogs; telephone books; copier paper and printer paper; all other office paper without was liners; PET plastic containers with the symbol #1 with screen tops only; HDPE pigmented plastic containers with symbol #2 such as detergent and shampoo bottles; newsprint; magazines, glossy inserts and pamphlets; cereal boxes, detergent boxes, gift and snack boxes; and mail. All container types listed within this definition of Recyclable Materials shall be empty of any contents.

Recyclable Materials do NOT include bagged materials (even if containing Recyclable Materials); glass bottles or jars, mirrors; light bulbs; porcelain; plastic bags; glass cookware or bakeware; microwave trays; window or auto glass; ceramics; unnumbered plastics; coat hangers; household items such as cooking pots and toasters; wet fiber/paper or fiber/paper that has been in contact with food or grease; and any materials that contain chemicals or other properties that are deleterious or capable of causing damage to any part of Contractor’s property, its personnel or the public, and/or that may impair the strength or the durability of the Contractor’s structures or equipment.

Contractor has the right to add or remove materials which are deemed “Recyclable Materials” based on availability of commercially viable markets. Contractor will notify the City at least 30 days prior to any such changes. Recyclable Materials also shall not include any Unacceptable Waste, and containerized materials which contain ten percent (10%) by weight or volume of non-Recyclable Materials. Title to Recyclable Materials shall transfer to Contractor upon collection in Contractor vehicles. Contractor may discontinue recycling services to customers who place more than 10% non-Recyclable Materials, or any Prohibited Waste, if they have previously received a written warning about such behavior. Fees associated with recycling service may continue as per agreement and Aztec Municipal Code.

3. **“Prohibited Waste”** includes items considered hazardous, such as radioactive materials, car batteries, chemicals, asbestos, pesticides, herbicides, medical waste or liquids.
4. **“Unauthorized Waste”** includes such materials as florescent bulbs, mercury containing products, CFC containing appliances, oil-based paint, latex paint (unless dry), oils, petroleum products, flammable products or explosives.
5. **“Hazardous Waste”** means (i) all waste defined or characterized as hazardous by the federal Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), as amended, including the Resource Conservation and Recovery Act of 1976 and all future amendments thereto, or regulations promulgated thereunder and (ii) all waste defined or characterized as hazardous by the principal agencies of the State of New Mexico having jurisdiction. Hazardous Waste shall not include incidental household Hazardous Waste or Small Quantity Generator Waste (as defined by the Solid Waste Disposal Act) that is commingled with refuse.
6. **“Special Waste”** means any waste from a non-residential source, meeting any of the following descriptions:
 - a. A containerized waste (e.g., a drum barrel, portable tank, box, pail, etc.).
 - b. A waste transported in a bulk tanker.
 - c. A liquid waste.
 - d. A sludge waste.
 - e. A waste from an industrial process.
 - f. A waste from a pollution control process.
 - g. Residue and debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in subparagraphs a - f or h.
 - h. Contaminated soil, water, residue, debris and articles from the clean up of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of wastes listed in subparagraphs a-g.
 - i. “Miscellaneous Special Waste” as defined in paragraph 5 below.
7. **“Miscellaneous Special Waste.”** Any waste meeting the descriptions which follow is a “special waste,” but is referred to as “miscellaneous special waste”:
 - a. Chemical waste from a laboratory. (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, debris from lab spills, or cleanup and floor sweepings)
 - b. Articles, equipment and clothing containing or contaminated with polychlorinated biphenyls (PCB’s). (Examples are: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCB’s, etc. Note: PCB solids, semi-solids or liquids delivered in bulk or drums are not “miscellaneous special waste” but are “special waste.”)

- c. "Empty" containers of waste commercial products or chemicals. (This applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc. A container shall be determined "empty" according to the criteria specified at 40 C.F.R. 261.7).
- d. Asbestos containing waste from building demolition or cleaning. (This applies to asbestos bearing waste insulation materials, such as wall board, wall spray coverings, pipe insulation, etc. Note: "special waste," but not a "miscellaneous special waste.")
- e. Commercial products or chemicals: off-specification, outdated, contaminated or banned. (This also includes products voluntarily removed from the market place by a manufacturer or distributor, in response to allegations of adverse health effects associated with product use)
- f. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a miscellaneous special waste. (Note: residue and debris from spills or releases not meeting this definition are "special waste" not "miscellaneous special waste.")
- g. Waste from a medical practitioner, hospital, nursing home, medical testing laboratory, mortuary, taxidermist, veterinarian, veterinary hospital or animal testing laboratory. This includes any waste produced at these facilities, except residue from incinerators, septic tank pumpings or wastewater treatment sludges which are all "special wastes," but not "miscellaneous special wastes." (Note: discarded chemicals from the above facilities should be treated as "chemical waste from a laboratory," as provided in subsection 5.a. above.)
- h. Animal waste and parts from slaughterhouses or rendering plants. (This excludes wastes from fur or leather products manufacturers, which are "special wastes.")
- i. Waste produced by the mechanical processing of fruit, vegetables or grain (This includes such wastes as finds, hulls, husks, pods, shells and chaff. Food processing wastes, which are aqueous, or sludge, which have been contaminated with dyes, additives or preservatives are "special waste," but not "miscellaneous special waste.")
- j. Pumpings from septic tanks used exclusively by dwelling units. (Single-family homes, duplexes, apartment buildings, hotels or motels.)
- k. Sludge from a publicly owned sewage treatment plant serving primarily domestic users. (i.e. with no substantial industrial or chemical (influent.)
- l. Grease trap wastes from residences, restaurants, or cafeterias not located at industrial facilities.
- m. Wash water wastes from commercial car washes. (Note: this does not include facilities used for washing the exterior of bulk chemical or waste tank trucks or for washing out the interior of any truck; such wastes are "special wastes.")
- n. Wash water wastes from commercial laundries or laundromats. (Note: this does not include waste from a dry cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers; such wastes are "special wastes.")

- o. Chemical-containing equipment removed from service. (Example: cathode ray tubes, batteries, fluorescent light tubes, etc.)
- p. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the process. (Note: chemicals or wastes removed or drained from such equipment or facilities are "special wastes.")
- q. Closed cartridge filters from dry-cleaning establishments. (Such filters being used to filter used dry cleaning fluids or solids.)
- r. Tires.

**Amendment One to the Solid Waste Collection Services Agreement
Between the City of Aztec, New Mexico and
Waste Management of New Mexico, Inc.**

This amendment, effective March 1, 2020, is hereby made and entered into by the City of Aztec, New Mexico, a municipal corporation of San Juan County (hereinafter referred to as the "City") and Waste Management of New Mexico, Inc. (hereinafter referred to as "Contractor").

Whereas the City and Contractor entered into a Solid Waste Collection Services Agreement effective as of March 1, 2019, with a term expiring February 28, 2023; and

Whereas the City Commission voted to make certain changes, enumerated below, to the original Agreement at their February 11, 2020 Commission meeting, and

Now, therefore, it is hereby mutually agreed by and between the City and Contractor that this Agreement shall be amended to include the following modifications of terms and conditions:

Section 27. Special Collection Programs, A. Services to the City, subsection (2) is amended to read: Monthly roll-off (30 yd container) currently located at the City's general services facility, 307 S Ash, Aztec NM, for the City's internal use for the disposal of debris. The City can request service for this container up to 24 times per year for free, with the City paying disposal costs;

Section 27. Special Collection Programs, A. Services to the City, subsection (3) is deleted in its entirety;

Section 27. Special Collection Programs, C. Electronic Waste Program will be replaced in its entirety with the following language:

Section 27. Special Collection Programs, C. At Your Door Special Collection Service. Residential Customers, in good payment standing, may contact the Contractor's At Your Door Special Collection service to request a collection of household hazardous waste and eligible electronics; provided, however, such collections will be scheduled one day per month. Company will notify Residential Customers as to the type and amount of materials accepted and other applicable terms of service. Acceptable and unacceptable material lists as well as service details have been included in Exhibit C. The following is a brief description of the service, which is subject to change by mutual agreement of City and Contractor:

1. Customer will contact Contractor's At Your Door Special Collection customer service number and schedule a home collection appointment. The customer will be provided a specific date for their collection.
2. At Your Door Special Collection will send a collection kit to the Customer. Participants that only have electronics will not be sent a collection kit, as it is not required.
3. On the scheduled date of collection, Customer will have the kit filled and placed for collection by Contractor. The Customer will place the kit with the eligible items near their front door or garage area, but not at the curb, street or alley.
4. Contractor will collect the kit with the eligible items and deliver it to the appropriate facility.

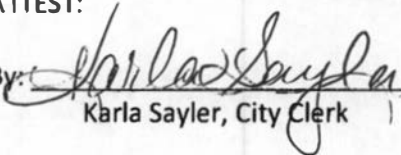
In witness whereof, the parties have executed this Amendment as of the date first written above.

CITY OF AZTEC

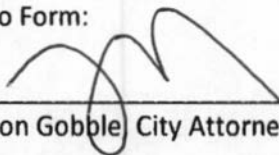


BY: 
Victor Snover, Mayor

ATTEST:

By: 
Karla Sayler, City Clerk

Approved to Form:


Tyson Gobble, City Attorney

WASTE MANAGEMENT OF NEW MEXICO, INC.


BY: 
Dan Darnell, NM Public Sector Manager

EXHIBIT C

AT YOUR DOOR SPECIAL COLLECTION SERVICE

Scope of Work

Services

The following describes the work to be performed by WM related to the collection, management and recycling and/or disposal of home-generated household hazardous waste materials and eligible electronics collected from the Residential Premises in the City (also referred to a "Participants" in this Exhibit C).

The program begins effective April 1, 2020. Participants will be informed about how to participate within 30 days. The following are the elements of WM's At Your Door Special CollectionSM service and how it works.

1. Resident Initiates Collection

For residents to schedule a home collection of their unwanted home generated special materials, they must schedule a home collection appointment. There are two options for residents to contact WM's At Your Door Special Collection service: The Participants may call our toll-free hotline or go to www.wmatyourdoor.com. An Operations Service Center Specialist from our U.S. based operations center answers the call or online request. Basic information is requested which includes: Participant's name, address, phone number, how they learned of the program and a general indication of the types and quantities of home generated special materials to be collected. The call system is available after hours and on holidays.

2. Collection Is Scheduled

The Participant is provided with a date when they must place their material at their entrance door or in front of their garage or other acceptable location outside the home and in clear view from the street.

3. Packaging

A collection kit will be sent to the Participant, who will package the materials and place it out on the designated collection date. The collection kit consists of a plastic bag, bag tie, survey card, labels (for use as needed by Participant) and an instruction sheet. The instruction sheet reiterates the collection date. Participants collect their items and place them inside the kit bag per the instruction sheet. Participants that only have electronics will not be sent a collection kit, as it is not required

4. Collection

On the established pickup date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home. WM employees will not enter the premises to gather or remove any material. WM is not responsible for any materials placed out for collection until the items are accepted by WM.

Materials are to be placed near the front door area or garage area, at ground level, but never on public property, at the curb, street or alleyway.

In the event the any items are ineligible, such as unlabeled containers, leaking containers, commercial materials, or items listed on the unacceptable list, a door hanger will be left with instructions. Participants are not required to be present during the collection.

5. Transport

Acceptable materials are transported to a transfer facility and then on for recycling and processing. Once the items are collected, Service Technicians work to responsibly manage and recycle as much as possible. Emphasis is placed on recycling, then treatment, incineration, and secure landfills.

Eligible Materials

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. The quantity of material that is usually collected at any one time is limited to the items that can fit into the kit bag along with designated items that may be placed outside the bag. All containers must be labeled, and they cannot leak. If a container leaks, Participants are instructed to transfer it to a non-leaking container and label it. Participants are provided labels for this use. Additional instructions may apply based on applicable regulations. Leaking containers or containers that are not identified will not be collected. Additional instructions may apply, based on applicable regulations. The list below includes the most common items but is not all-inclusive and may vary depending on state and local regulations. We reserve the right to modify the list by mutual agreement with City or when required by law.

Materials that can be placed outside the kit bag are listed below for a typical collection. Unless the Operations Service Center has arranged with the Participant before the home collection for more than one bag of materials, the collection will typically restrict the amount of materials to the following:

Up to 1 television, 4 vehicle batteries and 5 straight fluorescent tubes and/or compact fluorescent lamps (CFL)

One computer system consisting of one each: CPU/tower, laptop, monitor, keyboard, mouse and desktop printer and applicable cords.

Up to 25 pounds of electronics with circuit boards such as, a CD ROM, VCR, DVD/CD/tape player, cell phone, MP3 player, desktop scanner, fax machine, microwave and related cords.

Garden Chemicals - Insect sprays / Insecticides; Weed killers; Rat poisons; Fertilizer; Herbicides; Pesticides; Other poisons

Mercury Containing Devices - Thermostats; Thermometers; Switches

Household Cleaners – Ammonia; Floor stripper; Drain cleaner; Floor Cleaner; Tile/shower cleaner; Carpet/upholstery cleaner; Rust remover; Toilet bowl cleaner

Paint Products - Oil based paint; Latex paint; Stripper and thinner; Caulking; Wood preservatives/stains; Sealers; Spray paint; Artist paint

Automotive Material - Motor oil; Antifreeze; Waxes/polishes; Cleaners; Brake fluids; Used oil filters; Transmission Fluid; Windshield washer fluid; Hydraulic fluid; Vehicle batteries; Gasoline and diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel. 10 gallons max.)

Miscellaneous Household - Household batteries; Fluorescent tubes/ Compact fluorescent bulbs; High intensity lamps; Hobby glue; Driveway sealer (Max. 5 gallons)

Swimming Pool Chemicals - Pool Acid; Chlorine: tablets, liquid; Stabilizers

Flammable and Combustible Materials – Kerosene; Solvents

Electronics with Circuit Boards – Televisions; Computer monitors; CPU/computer tower; Laptop computer; Tablet computer; Keyboard; Mouse; Fax machine; Desktop printer/scanner; CD ROM; DVD/CD/tape player; VCR; Cell phone; MP3 player, iPod, music player; Microwave oven; Related cords; Gaming console

Ineligible Materials This list below is not all-inclusive and will vary depending on state and local regulations. Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this program. We reserve the right to modify the list upon mutual consent with the City. Business items located at homes are still business waste and are excluded.

Biological Waste; Ammunition and Explosives; Appliances; Asbestos; Commercial chemicals; Construction related materials; Containers over 5 gallons; Fire extinguishers; Food waste and cooking oil; Gas cylinders/pressurized cylinders; Liquid mercury/Elemental mercury and broken items that contain mercury; Materials improperly packaged for transportation; Materials in leaking containers; Medicines/pharmaceuticals; Radioactive materials, including smoke detectors; Tires; Trash, white goods, including bulky items (example: washers/dryers/refrigerators); Unknown or unlabeled materials; Sharps, needles and lancets; e-Cigarettes

The At Your Door Special Collection program reserves the right to refuse collection of additional items not listed here. The At Your Door service reserves the right to refuse acceptance of any items it deems excluded, a hazard, or out of the scope of the program, which is designed for the collection of home generated special materials.

Participant Surveys

Depending upon community and online resources, feedback could be conducted through an online survey feature or through a survey card. The survey includes several questions and is considered a "report card".

Reports

Standard reports are available upon request.

Natural Disaster

In the event of a natural disaster affecting the community e.g. a hurricane, flood or tornado, Waste Management's At Your Door Special Collection program will be suspended for a period of six months or other period upon mutual agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, a natural disaster changes the nature of that need. A natural disaster is defined as a community wide event including but not limited to a tornado, hurricane, earthquake, fires and floods.

Regulatory Changes

Change in Law. In the event of a change in law related to the services provided under this Agreement, which includes the imposition of new or increased government fees or assessments, Contractor shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by Contractor to the City Manager, accompanied by an analysis of the impacts on rates. A "change in law" adjustment shall only be effective after approval of the Farmington governing body. The Commission's action on Contractor's request shall be made within sixty (60) days from the date of submittal, and its approval will not be unreasonably withheld. As used herein, "change of law" does not include changes in federal or state income tax laws.

Pricing

The per home cost of the program has been identified in the rate sheet in Exhibit A of this contract.

The price provided is based upon the number of homes at the start of the program. Should the number of homes increase or decrease through extended service, expansion of the community, etc., The City or Contractor may contact the other party to negotiate price changes.

At Your Door Special Collection™ is a service of Waste Management. Collection services will be provided by a properly licensed/permitted subsidiary of Waste Management. © WM Curbside, LLC All rights reserved. At Your Door™ and At Your Door Special Collection™ are marks of WM Intellectual Property Holdings, LLC.

**Amendment Two to the Solid Waste Collection Services Agreement
Between the City of Aztec, New Mexico and
Waste Management of New Mexico, Inc.**

This amendment, effective April 1, 2021, is hereby made and entered into by the City of Aztec, New Mexico, a municipal corporation of San Juan County (hereinafter referred to as the "City") and Waste Management of New Mexico, Inc. (hereinafter referred to as "Contractor").

Whereas the City and Contractor entered into a Solid Waste Collection Services Agreement effective as of March 1, 2019, with a term expiring February 28, 2023; and

Whereas the City Commission voted to make certain changes, enumerated below, to the original Agreement at their February 11, 2020 Commission meeting, and

Whereas the City Commission voted to make additional certain changes, enumerated below, to the original Agreement at their February 23, 2021 Commission meeting, and

Now, therefore, it is hereby mutually agreed by and between the City and Contractor that this Agreement shall be amended to include the following modifications of terms and conditions:

Article III. Contractor Provisions, Section 28. Recycling Services, Subsection B. Residential Recycling, is amended and replaced in its entirety to read, "The Contractor will provide the collection of commingled curbside recycling bi-weekly for the rate set forth in Exhibit A. Recyclable materials are the items defined under item 2. "Recyclable Materials" in Exhibit B. The Contractor will provide educational information to the City regarding recycling and the recyclable materials. The Contractor shall supply one free initial container for residential recycling to each residence requesting such a container. All residential customers will be billed for recycling services regardless of whether the customer requests a recycling container."

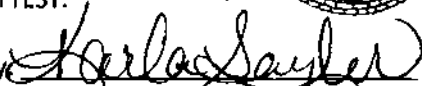
In witness whereof, the parties have executed this Amendment as of the date first written above.

CITY OF AZTEC

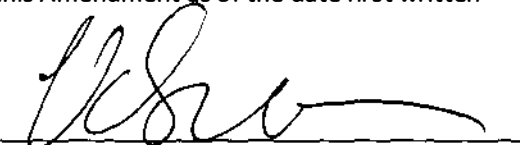


ATTEST:

By:


Karla Saylor, City Clerk

BY:


Victor Snover, Mayor

Approved to Form:


Tyson Gobble, City Attorney

WASTE MANAGEMENT OF NEW MEXICO, INC.

BY:


Dan Darnell, NM Public Sector Manager