

Meeting Date: December 13, 2023

Staff Contact: Mike Arellano, Fleet/Facility Superintendent

**TITLE: C-23-28 – Approval for Purchase of 2023 Vactor Mounted Freightliner via Pete’s Equipment Repair, Inc.**

**ACTION: Recommend Approval**

**Summary:**

The Water Albuquerque Bernalillo County Water Utility Authority (Water Authority) is requesting approval for the purchase of a 2023 Vactor unit mounted on a 2024 Freightliner for use by our Water Reclamation Collection group.

This vehicle will be utilized to help reduce Sanitary Sewer Overflows by performing routine and emergency maintenance on Water Authority managed sewer lines. This will also help the Water Authority meet our requirements of the NPDES.

**FISCAL IMPACT:**

\$643,878.53. The Water Authority has budgeted funds to cover this agreement. Approval of this item shall also serve as delegation of authority for the Executive Director to approve all future amendments to this contract, if any.

Albuquerque Bernalillo County Water Utility Authority (Water Authority)

TERMS AND CONDITIONS

**IMPORTANT: READ CAREFULLY BEFORE PROVIDING GOODS, SERVICES OR CONSTRUCTION. FAILURE TO DO SO WILL NOT RELIEVE VENDOR OF RESPONSIBILITY TO PERFORM OR DELIVER IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS.**

- 1. General:** This purchase order is authorization to provide the goods, services or construction described on its face in accordance with the Terms and Conditions set out below and any attached offer submitted by Vendor and accepted by the Water Authority. These constitute the terms of the contract between the parties. If this purchase order results from a formal solicitation or separate contract, all or part of those documents are also made a part of the contract as specified in those documents referenced in this purchase order and will control over any conflicting provisions in these Terms and Conditions. Unless otherwise provided, this is an indefinite quantity contract; it is not exclusive to Vendor; the Water Authority may make similar purchases from other vendors as needed; and the Water Authority is not obligated to make any amount of purchases under the contract.
- 2. Packing, Shipping and Invoicing:** Department name AND purchase order number MUST be on all invoices, packages, packing slips, bills of lading, etc. The Department's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing slip. Vendor will bear all risk of loss or damage until delivery to the Water Authority. Shipment is F.O.B. Destination unless purchase order states otherwise.
- 3. Delivery and Inspection:** Delivery will be strictly in accordance with the Water Authority's delivery schedule and instructions. Final inspection and acceptance will not be deemed to be a waiver by the Water Authority of its right to (a) cancel, reject or return, at Vendor's risk and expense, all or any portion of the goods, services or construction, or (b) make a claim for damages. Payment prior to inspection does not constitute acceptance.
- 4. Payment Terms/Discounts:** Payment terms are net thirty (30) days unless otherwise specified in the contract. Discounts, if offered, will be computed from the date of actual delivery or receipt of invoice, whichever is later.
- 5. Taxes:** All applicable gross receipts taxes are assumed to be included unless otherwise specified. The Water Authority will furnish, on request, a Non-Taxable Transaction Certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Vendor. Applicable taxes should be included in each invoice and may not be billed more than sixty (60) days after providing the goods, services or construction to which the taxes apply.
- 6. Commercial Warranty:** Vendor agrees that it will provide the Water Authority with the most favorable commercial warranties which Vendor gives to any customer for the goods, services, or construction and that the rights and remedies provided herein will extend to the Water Authority and are in addition to and do not limit any rights afforded to the Water Authority by law or under this contract. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability. All of Vendor's representations and warranties, both express and implied, constitute conditions of this contract. In the event that the goods, services or construction are found to be defective or fail within the warranty period, Vendor will, at its own expense, promptly remedy the defects.
- 7. New Material:** All items provided under this contract will be NEW and of most current production, unless otherwise specified.
- 8. Indemnification:** Vendor agrees to indemnify and hold harmless the Water Authority, its Board, officers, agents and employees against any and all damages, claims, expenses or other liability, including attorneys' fees, arising out of any (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the goods, services or construction provided by Vendor pursuant to this contract; (b) negligence or willful misconduct of Vendor; (c) Vendor's failure to perform fully its obligations herein in a timely manner; or (d) breach of any of Vendor's representations and warranties herein.
- 9. Insurance:** Vendor will maintain in effect during the term of the contract, insurance of the kinds, in the amounts and in the form specified by the Water Authority, including, but not limited to: Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance. As proof that such insurance is in effect, Vendor will furnish certificate(s) of insurance in a form satisfactory to the Water Authority prior to providing goods, services or construction under the contract.
- 10. Right to Audit/Inspection of Plant:** Vendor will maintain complete and accurate records of all financial transactions associated with this contract, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this contract. Vendor will retain such records for six (6) years after final payment, or longer if required by law. Authorized representatives of the Water Authority may inspect and copy records pertaining to this contract at the Vendor's business office during normal business hours. Vendor will include this audit provision in any subcontracts that it may issue under this contract. The Water Authority may inspect, at any reasonable time, Vendor's plant or place of business related to the performance of this contract.
- 11. Default:** The Water Authority will have the right to cancel all or any part of this contract without cost to the Water Authority if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost incurred by the Water Authority due to Vendor's default. Vendor will not be liable if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Water Authority determines that the supplies or services to be furnished by the subcontractor were obtainable from other sources. The rights and remedies of the Water Authority provided in this paragraph are not be exclusive and are in addition to and do not limit any rights afforded to the Water Authority by law or under this contract.
- 12. Termination:** The Water Authority will also have the right to terminate the contract upon the occurrence of any one or more of the following events: (a) if sufficient appropriations are not made by the Water Authority Board. Such event will not be an event of default and the contract may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to Vendor; (b) without notice to Vendor, upon receipt of a notice of debarment of or ineligibility to receive funds by Vendor from any agency of the federal government or the State of New Mexico or a local public body of the State. (c) if Vendor is found to have engaged or is engaging in Unfair Business Practices as described in Section 2-376 of the Water Authority Procurement Ordinance; or (d) at any time for convenience by giving at least thirty (30) days' notice in writing to Vendor. In such event, Vendor will be paid under the terms of the contract for all goods, services or construction provided to and accepted by the Water Authority prior to the effective date of termination.
- 13. Assignment/Changes:** Neither the contract, nor any interest therein, nor claim thereunder, may be assigned or transferred by Vendor, except as expressly authorized in writing by the Water Authority. No such assignment or transfer will relieve Vendor from the obligations and liabilities under this contract. The terms of the contract may not be changed without the prior written approval of the Water Authority.
- 14. Compliance With Laws:** In performing the contract, Vendor will comply with all applicable laws, ordinances and codes of the federal, State and local governments, including, but not limited to the New Mexico Governmental Conduct Act, the New Mexico Human Rights Act, Title VII of the federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all federal, State and local statutes, regulations and executive orders relating to civil rights. In addition, Vendor certifies that (1) it has not, either directly or indirectly, entered into action in restraint of free competitive bidding; (2) it will comply with the Ethical Conduct provisions (§2-390) and Unfair Business Practices provisions (§2-376) of the Water Authority Procurement Ordinance; and (3) it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Vendor will obtain and maintain, and furnish to the Water Authority upon request, any and all permits, licenses, approvals, certificates and other documents required by the Water Authority, or otherwise required by applicable law.
- 15. Governing Law:** This Contract is governed by the laws of the State of New Mexico without regard to principles of conflicts of law. Any and all actions or proceedings relating to the subject matter of this contract will be maintained by and subject to the jurisdiction of State and federal courts located in Bernalillo County, New Mexico, which courts will have exclusive jurisdiction for such purposes.

**IMPORTANT NOTICE:** Before accepting a purchase order, always check for authenticity and require identification. The Water Authority will not be liable for purchases made by unauthorized individuals. (Rev. 07/01/2018)

# Pete's Equipment Repair, Inc.



1412 Broadway NE  
Albuquerque, NM 87102  
(505) 242-6969 Phone  
(505) 242-4156 Fax  
www.petesequip.com

*Cleaning and Protecting Our Communities*

October 20, 2023

Albuquerque Bernalillo County Water Authority  
P.O. Box 568  
Albuquerque, NM 87103  
Attn: Mike Arellano, Fleet Management Superintendent

Dear Mr. Arellano:

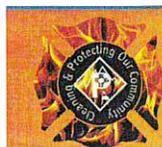
I am pleased to offer you a 2023 Vactor 2115i mounted on a 2024 Freightliner 114SD SBA, 370 HP, Chassis via Federal Signal Sourcewell Contract #101221-VTR for \$643,878.53. Pricing is on the attached worksheet. This price includes the following options and features:

- 18" Positive Displacement Blower
- 80 GPM / 2500 PSI
- Auto Level Wind Guide
- 600' X 1" Aeroquip Hose
- Cold Weather Recirculator
- Debris Body Washout System
- Air Purge System
- LED Work Lights
- Folding Pipe Racks
- Digital Water Level Indicator
- H.A.L.O. (Handsfree Accessory Light Option)
- Sludge Pump Offload System
- Cyclone Separators
- 1500 Gallon Water Capacity
- Rear Door Splash Shield
- 180 degree, 10' Telescoping Boom
- Externally Mounted Trash Pump
- Hydro Excavation Kit
- Remote Pendant Control
- High Pressure Hose Reel
- Lube Manifold
- Digital Debris Level Indicator
- Toolbox, 16W x 30H x 96D w/lighting
- 2 Year Extended Warranty

The purchase order should be addressed to Pete's Equipment as we are the sole dealer for Vactor products in New Mexico. Please understand that the current climate of chassis availability and steel prices is volatile. Chassis pricing will be subject to change based upon availability of that model year at time of order. Therefore, this quote is good for 30 days from today's date and can be updated for you anytime. If you have any questions, please give me or Laurie Rebarchik a call.

Thank you for this opportunity,  
Pete Marquez, Sr.

President  
Pete's Equipment Repair, Inc.



1412 Broadway NE, Albuquerque, NM 87102 (505) 242-6969 Phone, (505) 242-4156 Fax



**Federal Signal Sourcewell Contract  
for Vactor Products #101221-VTR**

**Pete's Equipment Repair, Inc.  
Vactor 2115i Sourcewell Quote,  
October 20, 2023**

<b>Buying Agency</b>	ABCWUA	<b>Sales Partner</b>	Pete's Equipment Repair INC.
<b>Contact Person</b>	Mike Arellano	<b>Contact Person</b>	Laurie Rebarchik
<b>Phone</b>	(505) 697-9104	<b>Phone</b>	(505) 242-6969
<b>Email</b>	<a href="mailto:marellano@abcwua.org">marellano@abcwua.org</a>	<b>Email</b>	<a href="mailto:Laurie.Rebarchik@petesequip.com">Laurie.Rebarchik@petesequip.com</a>

**Itemized Contract Items / Options - Attach additional sheet if necessary**

QTY	Part Number	Description	PRICE
1	2115i-18	2100i PD, 18" Vacuum, 15 YD Debris, Combo	\$305,917.00
1	2018i	Additional Water, 1500 Gal Total	\$4,923.00
1	5002iA	80 GPM/2500 PSI Jet Rodder pump	\$0.00
1	011iSTD	Aluminum Fenders	\$0.00
1	012iSTD	Mud Flaps	\$0.00
1	014iSTD	Electric/Hydraulic Four Way Boom	\$0.00
1	016iSTD	Color Coded Sealed Electrical System	\$0.00
1	018i	Remote Pendant Control with 35' Cord	\$1,617.00
1	019iASTD	Intuitouch Electronic Package	\$0.00
1	020iSTD	Double Acting Hoist Cylinder	\$0.00
1	025iASTD	Handgun Assembly	\$0.00
1	026iSTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00
1	030iSTD	Flexible Hose Guide	\$0.00
1	032iSTD	(3) Nozzles with Carbide Inserts w/Rack	\$0.00
1	045iSTD	Suction Tube Storage	\$0.00
1	046iSTD	1' Nozzle Pipe	\$0.00
1	048iSTD	10' Leader Hose	\$0.00
1	1001iSTD	Flat Rear Door w/Hydraulic Locks	\$0.00
1	1005iSTD	Dual Stainless Steel Float Shut Off System	\$0.00
1	1016iSTD	Microstrainer Prior to Blower	\$0.00
1	1024iSTD	Debris Body Vacuum Relief System	\$0.00
1	1031iSTD	Debris Deflector Plate	\$0.00
1	1033iSTD	60" Dump Height	\$0.00
1	1041iSTD	Debris Body-Up Message and Alarm	\$0.00
1	2001iSTD	Low Water Indicator On Screen w/Alarm & H2O Pump Flow	\$0.00
1	2011iSTD	3" Y-Strainer at Passenger Side Fill w/25' Fill Hose	\$0.00
1	2022iSTD	Additional Water Tank Sight Gauge	\$0.00
1	2023iSTD	Liquid Float Level Indicator	\$0.00
1	3019iSTD	Digital Water Pressure Gauge	\$0.00
1	4000iSTD	180 deg. Non-Extending Boom	\$0.00
1	4006iSTD	Front Joystick Boom Control	\$0.00
1	4010iSTD	Boom Hose Storage	\$0.00
1	4017iSTD	Boom Out of Position Message and Alarm	\$0.00
1	4022iSTD	Telescopic Boom Elbow, Standard	\$0.00
1	5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control	\$0.00

1	5011iSTD	3" Y-Strainer @ Water Pump	\$0.00
1	5015iSTD	Midship Handgun Coupling	\$0.00
1	5022iSTD	Side Mounted Water Pump	\$0.00
1	6005iSTD	Digital Hose Footage Counter	\$0.00
1	6007iSTD	Hose Reel Manual Hyd Extend/Retract	\$0.00
1	6009iSTD	Hose Reel Chain Cover	\$0.00
1	6020iSTD	Hydraulic Extending 15", Rotating Reel, 1" x 800' Capacity	\$0.00
1	6017iSTD	Hydraulic Tank Shutoff Valves	\$0.00
1	7001iSTD	Tachometer/Chassis Engine w/Hourmeter	\$0.00
1	7003iSTD	Water Pump Hour Meter	\$0.00
1	7004iSTD	PTO Hour Meter	\$0.00
1	7005iSTD	Hydraulic Oil Temp Alarm	\$0.00
1	7007iSTD	Tachometer & Hourmeter/Blower	\$0.00
1	8000iSTD	Circuit Breakers	\$0.00
1	8025iSTD	LED, Lights, Clearance, Back-up, Stop, Tail & Turn	\$0.00
1	9002iSTD	Tow Hooks, Front	\$0.00
1	9002iSTD	Tow Hooks, Rear	\$0.00
1	9003iSTD	Electronic Back-Up Alarm	\$0.00
1	9021iSTC	Camera System, Rear Only	\$0.00
1	S390ASTD	8" Vacuum Pipe Package	\$0.00
1	S560STD	Emergency Flare Kit	\$0.00
1	S590STD	Fire Extinguisher 5 lbs.	\$0.00
1	010i	Operator Station Curbside Toolbox with Lighting	\$300.00
1	1003i	Debris Body Washout	\$1,851.00
1	1005iA	S.S. Float Ball Cage for Float Shut Off System	\$675.00
1	1007i	6" Rear Door Butterfly Valve, 3:00 position	\$987.00
1	1009iA	Externally Mounted Trash Pump w/Floating Arm	\$13,990.00
1	1009iD	Full Rear Door Swinging Screen	\$944.00
1	1010i	Pump Off Plumbing to Front	\$3,559.00
1	1014i	Centrifugal Separators (Cyclones)	\$6,471.00
1	1015i	Folding Pipe Rack, Curbside, 8" Pipe	\$1,285.00
1	1015iA	Folding Pipe Rack, Streetside, 8" Pipe	\$1,285.00
1	1015iBFSTD	Fixed Rear Door Pipe Rack, 8" Pipe	\$0.00
1	1016iSTD	Subframe Mounted, 2-Pipe Rack, 8"	\$0.00
1	1022i	Rear Door Splash Shield	\$1,885.00
1	1023i	Lube Manifold, with Lube Chart	\$2,800.00
1	1053i	Stainless Steel Water Barrel for Je Rodder Pump	\$3,676.00
1	2004i	Continous Water Tank Fill	\$2,109.00
1	2006i	Air Purge	\$1,585.00
1	3015i	Front Blower Controls	\$1,790.00
1	3017i	Blower High Temp Safety Shutdown	\$638.00
1	3020i	Digital Water Level Indicator	\$825.00
1	3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief	\$1,106.00
1	4015i	180 deg. 10ft Telescoping Boom	\$18,728.00
1	4008i	Grate Lifting Hook Installed on Boom	\$377.00
1	4013i	Rotatable Boom Inlet Hose	\$695.00
1	5008iB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$2,103.00
1	5021iC	Hydro Excavation Kit - Incl Lances, Nozzles, Vacuum Tube	\$3,188.00
1	6002i	600' x 1" Aeroquip Sewer Hose 2500 PSI in lieu of STD	\$1,216.00



BM#2022-49281		Subtotal Sourced Items	\$67,988.04
		Subtotal Contract Items	\$584,224.54
		Sourcewell Discount	-\$13,334.05
		Training and Delivery	\$0.00
		Freight Estimate	\$5,000.00
		<b>Total Purchase Quote</b>	<b>\$643,878.53</b>



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Estimate # Q000784 Date : 10/20/2023  
 Customer : WATER UTILITY AUTHORITY  
 Address : 4201 2 ND ST SW  
 City : ALBUQUERQUE, NM 87105-  
 Phone 1 : ( 505 ) - Ext :  
 Phone 2 : ( 505 ) - Ext :

Vehicle : 20 VA  
 Unit : PO # :  
 VIN : Page : Page 1 of 2  
 Engine : Hrs :  
 Mileage : Dept :  
 BD/SN : Writer :

Description	Quan	Part Number	Part Description	Labor	Each	Parts	Subtotal
<b>1. INSTALL WATER METER</b>				<b>250.00</b>		<b>357.00</b>	<b>607.00</b>
1.00	999F	FITTINGS			80.00	80.00	
1.00	669509	NTL 1/4-INX2-IN STAINLSS			8.37	8.37	
1.00	30MPX25FNS	FITTING, 3"MNPT X 2.5"FNST SWIVEL			268.63	268.63	
<b>2. INSTALL CONE HOLDER - FABRICATE MOUNTING BRACKET FOR CONE HOLDER</b>				<b>375.00</b>			<b>375.00</b>
<b>3. FABRICATE AND INSTALL THE FOLLOWING - SLEDE/PICK/MAN HOLE PULLER</b>				<b>2500.00</b>		<b>3859.47</b>	<b>6359.47</b>
- HYDROSURGE NOZZLE HOLDER BASKET - TIGER TAIL ROPE HOLDER							
- HIGBEE HOLDER - FS MINI JET SOLARIS RED/BLUE/AMBER 21"							
LED WARNING LIGHT - HYDRANT HOSE RAMP HOLDER							
- BASKET FOR HYDRANT HOSE - TRASH PUMP FITTINGS							
1.00	50504	CONE HOLDER, MOUNTING BRACKET			491.89	491.89	
2.00	58932C	HOSE BASKET WELDMENT			361.69	723.38	
8.00	770-1111	TARP STRAP 15"			8.03	64.24	
1.00	999MA	MATERIALS			100.00	100.00	
1.00	3C	FITTING, 3" FEMALE CAMLOC X BARB			90.86	90.86	
1.00	3F	FITTING, 3"MALE NPT X MALE CAM-LOCK			59.50	59.50	
1.00	999L	ALLEGIAN, 21" 12V LIGHT, LED BAR t			2,329.60	2329.60	
<b>4. VACTOR TRAINING AND DELIVERY</b>				<b>2500.00</b>			<b>2500.00</b>
<b>LOOSE EQUIPMENT</b>				<b>0.00</b>		<b>57908.29</b>	<b>57908.29</b>
1.00	48980BJC	NOZZLE,WEDGE 1" 80GPM@25K-PSI			553.03	553.03	
1.00	49035BFC	NOZZLE, COMMANDOR 1" 60GPM/2.5K			726.64	726.64	
1.00	49388	SEAL, 8" RUBBER 6/PKG			180.47	180.47	
6.00	16584	CLAMP, QUICK 8"			38.75	232.50	
1.00	49006BJC	NOZZLE, SUPER FLUSHER 1" 80GPM			1,065.74	1065.74	
1.00	49029BFC	NOZZLE, GRENADE 1" 60GPM/2.5K			803.60	803.60	
2.00	25637	PIPE ALUM, 8" X 60"			259.20	518.40	
2.00	25637D	PIPE ASSY 8"X72" ALUMINUM			432.03	864.06	
1.00	49462C	NOZZLE, 1"HYDROSURGE 80GPM/25K			4,979.95	4979.95	
1.00	89957	HIGBEE, 8X78 CB NOZZLE ASSY			1,941.14	1941.14	
1.00	91088-39-F	ROOT CUTTER, KIT 1" 80GPM/.093			4,619.53	4619.53	
1.00	5013	NOZZLE, 1" PRIMUS			4,145.75	4145.75	
1.00	GWCT-24	EXTEND-A-CLAW, 8' - 24' TELESCOPIC			471.63	471.63	
1.00	999TL	TANK LINING			8,600.00	8600.00	
1.00	FREIGHT	SHIPPING & HANDLING			500.00	500.00	
1.00	2-11576-C06-JS	BL SWIPER GREEN 1"			4,868.50	4868.50	
1.00	999KN	KEY, TOOLBOX LOCKS			150.00	150.00	
1.00	LJ300	LUMBERJACK NOZZLE 1" NPT,8",10",12"			15,327.00	15327.00	
1.00	2-11655-15-30-C06-JS	NOZZLE, GOBLIN LARGE 1" SS JETS			2,369.37	2369.37	
1.00	2-11654-C06-JS	NOZZLE, FIR POINTED 1" SS			1,044.04	1044.04	
1.00	2-11580-C06-JS	NOZZLE, BL SPINNER 1" SS JETS			1,345.34	1345.34	
1.00	2-11305-HHS-C06	NOZZLE, HAND 1" L=6" SS			373.37	373.37	
1.00	2-11680-C06-JS-02	NOZZLE, BL SPINNER 1" W/8-24" SLED			2,228.23	2228.23	



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Estimate # Q000784 Date : 10/20/2023  
 Customer : WATER UTILITY AUTHORITY  
 Address : 4201 2 ND ST SW  
 City : ALBUQUERQUE, NM 87105-  
 Phone 1 : ( 505 ) - Ext :  
 Phone 2 : ( 505 ) - Ext :

Vehicle : 20 VA  
 Unit : PO # :  
 VIN : Page : Page 2 of 2  
 Engine : Hrs :  
 Mileage : Dept :  
 BD/SN : Writer :

Description	Part Number	Part Description	Labor	Each	Parts	Subtotal
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I hereby authorize the repair work to be done along with the necessary parts and materials and hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere, at your discretion, for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto. I understand that dealer/owner is not responsible for delay or other consequence due to the unavailability of parts shipments beyond their control. Not responsible for damage or articles left in car in case of fire, theft or any other cause beyond our control. NOTE - Estimate are VALID for 30 days from date sent.

Labor : \$5,625.00  
 Parts : \$62,124.76  
 Sublet : \$0.00  
 Other Fees : \$0.00  
 Materials : \$0.00  
 Subtotal : \$67,749.76  
 Sales Tax : \$238.28  
 Total : \$67,988.04  
 Due : \$67,988.04

**ESTIMATE ONLY DO NOT PAY**

X



<b>PURCHASE ORDER NO..</b>
<b>CE002903</b>
Printed 11/09/2023

PR# R0007378

**INQUIRIES TO:**

Albuquerque Bernalillo Water Utility Authority  
 PURCHASING SECTION  
 PO BOX 568  
 ALBUQUERQUE, NM 87103-0568  
 PHONE NO: 505-289-3227

**INVOICE TO:**

INVOICES MUST BE EMAILED TO:  
 VENDORINVOICES@ABCWUA.ORG

**VENDOR:**

PETES EQUIPMENT REPAIR  
 1412 BROADWAY NE  
 ALBUQUERQUE, NM 87102

**SHIP TO:**

VARIOUS DEPARTMENTS  
 VARIOUS LOCATIONS  
 ALBUQUERQUE, NM 87103

**Vendor Contact:**

Buyer Name	Reference #	CCN:	Ship Via	Effective Date	Expiration Date
JOSE GARCIA	SPD2024-029		Common	11/03/2023	

IN ACCORDANCE WITH THE PRICING TERMS OF  
 PETE'S EQUIPMENT REPAIR, INC. SOURCEWELL  
 QUOTE DATED 09/20/2023 & QUOTE# Q000784,  
 DATED 09/20/2023. PURSUANT TO ABCWUA TERMS &  
 CONDITIONS.

REF. SOURCEWELL RFP# 101221-VTR

LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
0001	643,878.53	EA	2023 VACTOR MOUNTED ON 2024 FREIGHTLINER  (REFER TO QUOTES FOR DETAILS)	\$1.00	\$643,878.53
				<b>TOTAL</b>	<b>\$643,878.53</b>

Vendor Name: LAURIE REBARCHIK  
 Vendor Phone: 505-242-6969  
 Vendor Email: laurie.rebarchik@petesequip.com

Water Name: MIKE ARELLANO  
 Water Email: marellano@abcwua.org

FOB destination. Freight is to be prepaid and added to the invoice.

Contractor shall provide goods, services or construction pursuant to the pricing terms and conditions of the referenced other government agency, or cooperative purchasing contract.

**Authorization to Proceed: Purchasing Officer signature on this Purchase Order indicates authorization to proceed pursuant to the Rules Governing Procurement for the Albuquerque/Bernalillo County Water Utility Authority.**

**This purchase order shall be for the term specified above and may be extended at the discretion of the Water Authority to the extent allowed by the Procurement Ordinance, the Rules or other applicable authority.**



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Candida Kelcourse  
Purchasing Officer

Albuquerque Bernalillo County Water Utility Authority (Water Authority)

TERMS AND CONDITIONS

**IMPORTANT: READ CAREFULLY BEFORE PROVIDING GOODS, SERVICES OR CONSTRUCTION. FAILURE TO DO SO WILL NOT RELIEVE VENDOR OF RESPONSIBILITY TO PERFORM OR DELIVER IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS.**

- 1. General:** This purchase order is authorization to provide the goods, services or construction described on its face in accordance with the Terms and Conditions set out below and any attached offer submitted by Vendor and accepted by the Water Authority. These constitute the terms of the contract between the parties. If this purchase order results from a formal solicitation or separate contract, all or part of those documents are also made a part of the contract as specified in those documents referenced in this purchase order and will control over any conflicting provisions in these Terms and Conditions. Unless otherwise provided, this is an indefinite quantity contract; it is not exclusive to Vendor; the Water Authority may make similar purchases from other vendors as needed; and the Water Authority is not obligated to make any amount of purchases under the contract.
- 2. Packing, Shipping and Invoicing:** Department name AND purchase order number MUST be on all invoices, packages, packing slips, bills of lading, etc. The Department's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing slip. Vendor will bear all risk of loss or damage until delivery to the Water Authority. Shipment is F.O.B. Destination unless purchase order states otherwise.
- 3. Delivery and Inspection:** Delivery will be strictly in accordance with the Water Authority's delivery schedule and instructions. Final inspection and acceptance will not be deemed to be a waiver by the Water Authority of its right to (a) cancel, reject or return, at Vendor's risk and expense, all or any portion of the goods, services or construction, or (b) make a claim for damages. Payment prior to inspection does not constitute acceptance.
- 4. Payment Terms/Discounts:** Payment terms are net thirty (30) days unless otherwise specified in the contract. Discounts, if offered, will be computed from the date of actual delivery or receipt of invoice, whichever is later.
- 5. Taxes:** All applicable gross receipts taxes are assumed to be included unless otherwise specified. The Water Authority will furnish, on request, a Non-Taxable Transaction Certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Vendor. Applicable taxes should be included in each invoice and may not be billed more than sixty (60) days after providing the goods, services or construction to which the taxes apply.
- 6. Commercial Warranty:** Vendor agrees that it will provide the Water Authority with the most favorable commercial warranties which Vendor gives to any customer for the goods, services, or construction and that the rights and remedies provided herein will extend to the Water Authority and are in addition to and do not limit any rights afforded to the Water Authority by law or under this contract. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability. All of Vendor's representations and warranties, both express and implied, constitute conditions of this contract. In the event that the goods, services or construction are found to be defective or fail within the warranty period, Vendor will, at its own expense, promptly remedy the defects.
- 7. New Material:** All items provided under this contract will be NEW and of most current production, unless otherwise specified.
- 8. Indemnification:** Vendor agrees to indemnify and hold harmless the Water Authority, its Board, officers, agents and employees against any and all damages, claims, expenses or other liability, including attorneys' fees, arising out of any (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the goods, services or construction provided by Vendor pursuant to this contract; (b) negligence or willful misconduct of Vendor; (c) Vendor's failure to perform fully its obligations herein in a timely manner; or (d) breach of any of Vendor's representations and warranties herein.
- 9. Insurance:** Vendor will maintain in effect during the term of the contract, insurance of the kinds, in the amounts and in the form specified by the Water Authority, including, but not limited to: Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance. As proof that such insurance is in effect, Vendor will furnish certificate(s) of insurance in a form satisfactory to the Water Authority prior to providing goods, services or construction under the contract.
- 10. Right to Audit/Inspection of Plant:** Vendor will maintain complete and accurate records of all financial transactions associated with this contract, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this contract. Vendor will retain such records for six (6) years after final payment, or longer if required by law. Authorized representatives of the Water Authority may inspect and copy records pertaining to this contract at the Vendor's business office during normal business hours. Vendor will include this audit provision in any subcontracts that it may issue under this contract. The Water Authority may inspect, at any reasonable time, Vendor's plant or place of business related to the performance of this contract.
- 11. Default:** The Water Authority will have the right to cancel all or any part of this contract without cost to the Water Authority if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost incurred by the Water Authority due to Vendor's default. Vendor will not be liable if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Water Authority determines that the supplies or services to be furnished by the subcontractor were obtainable from other sources. The rights and remedies of the Water Authority provided in this paragraph are not be exclusive and are in addition to and do not limit any rights afforded to the Water Authority by law or under this contract.
- 12. Termination:** The Water Authority will also have the right to terminate the contract upon the occurrence of any one or more of the following events: (a) if sufficient appropriations are not made by the Water Authority Board. Such event will not be an event of default and the contract may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to Vendor; (b) without notice to Vendor, upon receipt of a notice of debarment of or ineligibility to receive funds by Vendor from any agency of the federal government or the State of New Mexico or a local public body of the State. (c) if Vendor is found to have engaged or is engaging in Unfair Business Practices as described in Section 2-376 of the Water Authority Procurement Ordinance; or (d) at any time for convenience by giving at least thirty (30) days' notice in writing to Vendor. In such event, Vendor will be paid under the terms of the contract for all goods, services or construction provided to and accepted by the Water Authority prior to the effective date of termination.
- 13. Assignment/Changes:** Neither the contract, nor any interest therein, nor claim thereunder, may be assigned or transferred by Vendor, except as expressly authorized in writing by the Water Authority. No such assignment or transfer will relieve Vendor from the obligations and liabilities under this contract. The terms of the contract may not be changed without the prior written approval of the Water Authority.
- 14. Compliance With Laws:** In performing the contract, Vendor will comply with all applicable laws, ordinances and codes of the federal, State and local governments, including, but not limited to the New Mexico Governmental Conduct Act, the New Mexico Human Rights Act, Title VII of the federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all federal, State and local statutes, regulations and executive orders relating to civil rights. In addition, Vendor certifies that (1) it has not, either directly or indirectly, entered into action in restraint of free competitive bidding; (2) it will comply with the Ethical Conduct provisions (§2-390) and Unfair Business Practices provisions (§2-376) of the Water Authority Procurement Ordinance; and (3) it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Vendor will obtain and maintain, and furnish to the Water Authority upon request, any and all permits, licenses, approvals, certificates and other documents required by the Water Authority, or otherwise required by applicable law.
- 15. Governing Law:** This Contract is governed by the laws of the State of New Mexico without regard to principles of conflicts of law. Any and all actions or proceedings relating to the subject matter of this contract will be maintained by and subject to the jurisdiction of State and federal courts located in Bernalillo County, New Mexico, which courts will have exclusive jurisdiction for such purposes.

**IMPORTANT NOTICE:** Before accepting a purchase order, always check for authenticity and require identification. The Water Authority will not be liable for purchases made by unauthorized individuals. (Rev. 07/01/2018)