MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: October 12, 2025
Subject: Request for Approval of Amendment No. 4 to the Services Agreement with Rusty's Weigh Scales & Service, Inc. of Lubbock, TX, for On-Call Truck Scale Calibration, Maintenance and Repair Services (ITB No. 24/32/B)

SUMMARY

The Agency requests that the Board approve Amendment No. 4 (Amendment) to the Services Agreement (Agreement) with Rusty's Weigh Scales & Service (Rusty's Weigh) of Albuquerque, NM, for continued on-call truck scale calibration, maintenance, and repair services.

The Amendment extends the term of the Agreement for a fourth year, through October 19, 2027. Under Article 5, the Agreement may be renewed annually upon Board approval, up to a maximum of four years.

The Amendment will increase the compensation by $20,000, for a total not to exceed $83,000.

Funding is available in 8100851.520300 and 8100852.520300 (Repair and Maintenance of Furniture/Fixtures/Equipment).

BACKGROUND

The Agency operates four truck scales at Caja del Rio Landfill (Landfill) and at Buckman Road Recycling and Transfer Station (BuRRT). Each scale is inspected, calibrated, and certified quarterly to comply with New Mexico Department of Agriculture requirements. All vehicles at the Landfill and BuRRT are weighed to record incoming waste, as required by 20.9.5.9 NMAC and the facilities' operating permits.

The Agency also operates a low-profile scale in the waste tunnel area of the BuRRT transfer station. BuRRT operators load municipal solid waste into a trailer via a hopper, compact it, and then send it to the Caja del Rio Landfill for disposal. The scale helps ensure trailers are loaded properly to meet New Mexico Department of Transportation (NMDOT) weight restrictions and improve operational efficiency at BuRRT.

On September 5, 2023, the Agency issued Invitation to Bid (ITB) No. 24/32/B for on-call truck scale calibration, maintenance, and repair services. On October 19, 2023, the Board approved a Services Agreement with Rusty's Weigh for $25,000.

Amendment No. 1 extended the term of the Agreement through October 19, 2025, with no increase in compensation.
On November 21, 2024, the Board approved Amendment No. 2, which increased the Agreement by $25,000, bringing the total not to exceed $50,000.

On October 16, 2025, the Board approved Amendment No. 3, which increased compensation by $13,000, for a total not to exceed $63,000; extended the Agreement term through October 19, 2026; and changed Rusty's Weigh signatory authority and notice. The Amendment also included services for the low-profile scale at BuRRT.

ACTION REQUESTED

The Agency requests that the Board approve Amendment No. 4 to the Agreement with Rusty's Weigh for ongoing on-call truck scale calibration, maintenance, and repair services.

The Agency also requests approval to increase the total compensation under the Agreement by $20,000, for a total not to exceed $83,000.

Attachments:

1) Services Agreement – Amendment No. 4
2) Services Agreement – Amendment No. 3
3) Services Agreement – Amendment No. 2
4) Services Agreement – Amendment No. 1
5) Services Agreement with Rusty's Weigh Scales & Service

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ATTACHMENT 1

Services Agreement – Amendment No. 4

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
SERVICES AGREEMENT WITH
RUSTY'S WEIGH SCALES & SERVICE, INC.
(On-Call Truck Scale Calibration, Maintenance, and Repair - 2023)

This AMENDMENT No. 4 ("Amendment") to the SERVICES AGREEMENT, dated October 19, 2023 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Rusty's Weigh Scales & Service, Inc. ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide on-call truck scale calibration, maintenance, and repair services for the Agency (ITB No. 24/32/B).

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement, is hereby amended to increase the amount of compensation by a total of Twenty Thousand Dollars and No Cents ($20,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Eighty-Three Thousand Dollars and No Cents ($83,000.00), including applicable New Mexico gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	$25,000.00
AMENDMENT NO. 1	$0.00
AMENDMENT NO. 2	$25,000.00
AMENDMENT NO. 3	$13,000.00
AMENDMENT NO. 4	$20,000.00
CONTRACT TO DATE	$83,000.00

B. Contractor shall be responsible for payment of gross receipts taxes due to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Scope of Services attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement, is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on October 19, 2026, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

_____ _____
Lisa Cacari Stone Date:
Chair, Joint Powers Board

CONTRACTOR:

_____ _____
Joe Jackson Date:
Vice President
Rusty's Weigh Scales & Service, Inc.

APPROVED AS TO FORM:

_____ _____
Nancy R. Long Date:
Agency Attorney

EXHIBIT A
Scope of Services
for
Rusty's Weigh Scales & Service, Inc.

FEE SCHEDULE

Item	Description	Unit	Cost ($)
1	Inspection, calibration, and certification at Landfill – 2 scales	per quarter	$1,050
2	Inspection, calibration, and certification at BuRRT – 2 scales	per quarter	$1,050
3	Inspection, calibration, and certification at BuRRT – low-profile scale	per quarter	$650
4	Labor for non-emergency/routine work/repair - at location	per hour	1-man $133.50 2-man $233.50
5	Travel time for non-emergency/routine work/repair	per hour	1-man $133.50 2-man $233.50
6	Mobilization/Travel Mileage - service/calibration truck for non-emergency/routine work/repair	per mile	Pickup $1.85 HDTT $5.50
7	Discount from the manufacturer's list price on parts	percent	5%
8	Labor for emergency work/repair – at location	per hour	1-man $133.50 2-man $233.50
9	Travel time for emergency work/repair	per hour	1-man $133.50 2-man $233.50
10	Mobilization/Travel Mileage - service/calibration truck for emergency work/repair	per mile	Pickup $1.85 HDTT $5.50

ATTACHMENT 2

Services Agreement – Amendment No. 3

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
SERVICES AGREEMENT WITH
RUSTY'S WEIGH SCALES & SERVICE, INC.
(On-Call Truck Scale Calibration, Maintenance, and Repair - 2023)

This AMENDMENT No. 3 ("Amendment") to the SERVICES AGREEMENT, dated October 19, 2023 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Rusty's Weigh Scales & Service, Inc. ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide on-call truck scale calibration, maintenance, and repair services for the Agency (ITB No. 24/32/B).

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Thirteen Thousand Dollars and No Cents ($13,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Sixty-Three Thousand Dollars and No Cents ($63,000.00), including applicable New Mexico gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	$25,000.00
AMENDMENT NO. 1	$0.00
AMENDMENT NO. 2	$25,000.00
AMENDMENT NO. 3	$13,000.00
CONTRACT TO DATE	$63,000.00

B. Contractor shall be responsible for payment of gross receipts taxes due to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Scope of Services attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on October 19, 2026, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually if agreed upon by the Agency and Contractor.

3. NOTICES

Article 22, Notices of the Agreement is amended to change the notice information for the Contractor, so that Article 22 reads in its entirety as follows:

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, as provided below, to the parties at the following addresses:

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

CONTRACTOR: Joe Jackson
Vice President
Rusty's Weigh Scales and Service, Inc.
408 N. Interstate 27
Lubbock, TX 79403
Email: joejackson@rustysweigh.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notices sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

4. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia (Oct 16, 2025 20:02:34 MDT)
Lee Garcia
Chair, Joint Powers Board

10/16/25
Date:

CONTRACTOR:

Joe Jackson
Joe Jackson
Vice President
Rusty's Weigh Scales & Service, Inc.

10/13/25
Date:

APPROVED AS TO FORM:

Nancy Long (Oct 13, 2025 12:30:15 MDT)
Nancy R. Long
Agency Attorney

10/13/25
Date:

EXHIBIT A

Scope of Services
for
Rusty's Weigh Scales & Service, Inc.

FEE SCHEDULE

Item	Description	Unit	Cost ($)
1	Inspection, calibration, and certification at Landfill – 2 scales	per quarter	$1,050
2	Inspection, calibration, and certification at BuRRT – 2 scales	per quarter	$1,050
3	Inspection, calibration, and certification at BuRRT – low-profile scale	per quarter	$650
4	Labor for non-emergency/routine work/repair - at location	per hour	1-man $133.50 2-man $233.50
5	Travel time for non-emergency/routine work/repair	per hour	1-man $133.50 2-man $233.50
6	Mobilization/Travel Mileage - service/calibration truck for non-emergency/routine work/repair	per mile	Pickup $1.85 HDTT $5.50
7	Discount from the manufacturer's list price on parts	percent	5%
8	Labor for emergency work/repair – at location	per hour	1-man $133.50 2-man $233.50
9	Travel time for emergency work/repair	per hour	1-man $133.50 2-man $233.50
10	Mobilization/Travel Mileage - service/calibration truck for emergency work/repair	per mile	Pickup $1.85 HDTT $5.50

ATTACHMENT 3

Services Agreement – Amendment No. 2

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
SERVICES AGREEMENT WITH
RUSTY'S WEIGH SCALES & SERVICE, INC.
(On-Call Truck Scale Calibration, Maintenance, and Repair - 2023)

This AMENDMENT No. 2 ("Amendment") to the SERVICES AGREEMENT, dated October 19, 2023 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Rusty's Weigh Scales & Service, Inc. ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide on-call truck scale calibration, maintenance, and repair services for the Agency (ITB No. 24/32/B).

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Twenty-Five Thousand Dollars and No Cents ($25,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Fifty Thousand Dollars and No Cents ($50,000.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	$25,000.00
AMENDMENT NO. 1	$0.00
AMENDMENT NO. 2	$25,000.00
CONTRACT TO DATE	$50,000.00

B. Contractor shall be responsible for payment of gross receipts taxes due to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Scope of Services attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia (Apr 20, 2025 14:11 MDT)

Lee Garcia
Chair, Joint Powers Board

04/20/25
Date:

CONTRACTOR:

Patricia Steinhouse

Patty Steinhouse
HR—DOT-Safety Director
Rusty's Weigh Scales & Service, Inc.

04/14/25
Date:

APPROVED AS TO FORM:

Nancy Long (Apr 11, 2025 20:17 MDT)

Nancy R. Long
Agency Attorney

04/11/25
Date:

ATTACHMENT 4

Services Agreement – Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT WITH
RUSTY'S WEIGH SCALES & SERVICE, INC.
(On-Call Truck Scale Calibration, Maintenance, and Repair - 2023)

This AMENDMENT No. 1 ("Amendment") to the SERVICES AGREEMENT, dated October 19, 2023 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Rusty's Weigh Scales & Service, Inc. ("Contractor"). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide on-call truck scale calibration, maintenance, and repair services for the Agency (ITB No. 24/32/B).

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on October 19, 2025, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

2. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante (Nov 22, 2024 18:03 MST)

Camilla Bustamante
Chairperson, Joint Powers Board

11/22/24
Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Patricia Steinhouse

Patty Steinhouse
HR—DOT-Safety Director
Rusty's Weigh Scales & Service, Inc.

11/19/24
Date:

APPROVED AS TO FORM:

Nancy A. Long
Nancy Long (Nov 18, 2024 20:32 MST)

Nancy R. Long
Agency Attorney

11/18/24
Date:

ATTACHMENT 5

Services Agreement with Rusty's Weigh Scales & Service

ITEM # 23-0640

SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
RUSTY'S WEIGH SCALES & SERVICE, INC.
(On-Call Truck Scale Calibration, Maintenance, and Repair - 2023)

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("Agency") and Rusty's Weigh Scales & Service, Inc., ("Contractor") for on-call truck scale calibration, maintenance, and repair services as described in ITB No. 24/32/B and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Services attached hereto in Exhibit A, and all related Contract Documents, including Contractor's Bid for ITB No. 24/32/B.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Twenty-Five Thousand Dollars and No Cents ($25,000.00).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth on the Contractor's bid form in the Scope of Services attached hereto in Exhibit A.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on October 19, 2024, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

6. TERMINATION

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if the Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable

from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor, its agents, and its employees are independent contractors performing services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors. Contractor retains to perform any of its obligations pursuant to this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of $1,000,000 for each occurrence and $2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the

term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $1,000,000 combined single limit for each accident.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party

beneficiary.

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

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

CONTRACTOR:
Patty Steinhouse
HR-DOT-Safety Director
Rusty's Weigh Scales and Service, Inc.
408 N. Interstate 27
Lubbock, TX 79403
Email: p.steinhouse@rustysweigh.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed

with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

23. WARRANTY

All services, equipment, materials, parts or supplies provided by Contractor shall be covered by the most favorable commercial warranty, as indicated in the Contract Documents, including the Contractor's bid. The warranty shall begin when the Agency accepts deliverables from the Contractor. The warranty contract shall be solely with the Contractor and the Contractor shall be responsible for ensuring all warranty work is satisfactorily completed on any product under this Agreement. The Contractor shall respond to all requests for warranty repair within three (3) hours of notification by the Agency.

24. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

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

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Michael Garcia
Chairperson

10/19/23
Date:

ATTEST:

Geralyn Cardenas
Interim Santa Fe City Clerk

11/6/23
Date:

CONTRACTOR:

Patty Steinhouse
HR-DOT-Safety Director
Rusty's Weigh Scales & Service, Inc.

11-2-2023
Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

10.19.2023
Date:

EXHIBIT A

Scope of Services
for
Rusty's Weigh Scales & Service, Inc.

FEE SCHEDULE

BID FORM
ITB No. 24/32/B

All Bidders MUST use the format provided. Costs included with this bid will be held for four (4) years. Fuel Surcharges are to be excluded from the bid price.

The attached bid shall include all activities described in the Scope of Services of this ITB.

Item	Description	Unit	Cost ($)
1	Inspection, calibration, and certification at Landfill – 2 scales	per quarter	$1,050
2	Inspection, calibration, and certification at BuRRT – 2 scales	per quarter	$1,050
3	Labor for non-emergency/routine work/repair - at location	per hour	1-man $133.50 2-man $233.50
4	Travel time for non-emergency/routine work/repair	per hour	1-man $133.50 2-man $233.50
5	Mobilization/Travel Mileage - service/calibration truck for non-emergency/routine work/repair	per mile	Pickup $1.85 HDTT $5.50
6	Discount from manufacturer's list price on parts	percent	5%
7	Labor for emergency work/repair – at location	per hour	1-man $133.50 2-man $233.50
8	Travel time for emergency work/repair	per hour	1-man $133.50 2-man $233.50
9	Mobilization/Travel Mileage - service/calibration truck for emergency work/repair	per mile	Pickup $1.85 HDTT $5.50