



AGENDA

**SWMA JOINT POWERS BOARD
MARCH 21, 2024
4:00 PM
HYBRID IN-PERSON VIRTUAL
MEETING**



AGENDA

(Amended Agenda 03-17-2023 – 3:05 PM)

Santa Fe Solid Waste Management Agency
Joint Powers Board

Regular Meeting

Thursday, March 21, 2024 at 4:00 P.M.
Hybrid In-Person and Virtual Meeting
Santa Fe County Administrative Complex
100 Catron Street, Santa Fe, NM 87501
Grant Conference Room, 2nd Floor

Members of the public and staff can attend the Joint Powers Board meeting in person or virtually via WebEx by following the information below:

Join by WebEx Meeting Link using a computer/laptop/smartphone:

<https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/j.php?TID=mb8ff248a180ed7bae27868ae2252bc6f>

Join by Telephone or Mobile Device: (415) 655-0001
Meeting Number (Access Code): 2557 482 3612
Meeting Password: 2592 4643

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **APPROVAL OF AGENDA**

AGENDA



**SWMA JOINT POWERS BOARD
MARCH 21, 2024
4:00 PM
HYBRID IN-PERSON VIRTUAL
MEETING**



IV. APPROVAL OF MINUTES

- A. Regular Meeting – February 15, 2024

V. MATTERS FROM THE PUBLIC

VI. APPROVAL OF CONSENT CALENDAR

VII. CONSENT CALENDAR

- A. Request for Approval to Award ITB No. 24013 – Low-Profile Tri-Axle Truck Scale and Associated Appurtenances – to Rusty’s Weigh Scales & Service, Inc. of Lubbock, TX, in the Amount of \$100,842, Exclusive of NM GRT.
 - 1. Approval of the Services Agreement with Rusty’s Weigh Scales & Service.
 - 2. Approval of Budget Increase to 8100852.570500 (BuRRT Equipment and Machinery Non-Exempt) from 816.100700 (Capital Improvement Reserve Fund) in the Amount of \$100,842.

- B. Request for Approval to Repair Unit 1309 (Caterpillar D8R Dozer) by Wagner Equipment Company of Albuquerque, NM, under ITB No. 20/27/B in the Amount of \$96,033.39; and
 - 1. Approval of Budget Increase to 8100851.520400 (Landfill Repair & Maintenance of Equipment and Machinery) from 810.100700 (Operating Fund Cash Balance) in the Amount of \$96,033.39.

- C. Request for Approval of Amendment No. 4 to the Services Agreement with Pro-Motion Transportation, LLC of Espanola, NM, for Glass Hauling Services for the Buckman Road Recycling and Transfer Station (ITB No. 22/28/B); and
 - 1. Extend the Term of the Agreement through March 17, 2025.
 - 2. Increase the Amount of Compensation by \$68,250 for a Total Not-To-Exceed Amount of \$361,400.

AGENDA



SWMA JOINT POWERS BOARD
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MEETING



-
- D. Request for Approval of Amendment No. 2 to the Price Agreement for Motor Oils, Lubricants, Antifreeze and Related Products with RelaDyne, LLC of Cincinnati, OH (Formerly Brewer Oil Company) at the Same Price, Terms and Conditions (ITB No. 23/02/B); and
 - 1. Assign the Price Agreement to RelaDyne.
 - 2. Change the Contractor Notice Information for RelaDyne.

 - E. Request for Approval of Amendment No. 2 to the Price Agreement for Bulk Fuel and Diesel Exhaust Fluid with RelaDyne, LLC of Cincinnati, OH (Formerly Brewer Oil Company) at the Same Price, Terms and Conditions (ITB No. 23/03/B); and
 - 1. Assign the Price Agreement to RelaDyne.
 - 2. Change the Contractor Notice Information for RelaDyne.

 - F. Request for Approval of Free Disposal Fees for Ricky Corriz / David Casados of 68 Sierra Azul, Santa Fe, NM, for 15.2 Tons under the SFSWMA Policy 2006.1 – Free Disposal Fees Program.

 - G. Request for Approval of Resolution 2024-____, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.

VIII. **MATTERS FROM THE EXECUTIVE DIRECTOR**

- A. Update on the FY-23 Annual Audit.

- B. Update on Residential Free Day at BuRRT on March 2-3, 2024.

AGENDA



**SWMA JOINT POWERS BOARD
MARCH 21, 2024
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MEETING**



-
- C. Update on Bureau of Land Management Community Clean-Up Event on Old Buckman Road on March 23, 2024.

IX. **MATTERS FROM STAFF - AGENCY, CITY, COUNTY**

X. **MATTERS FROM THE BOARD**

XI. **NEXT MEETING: Thursday, April 18, 2024**

XII. **ADJOURNMENT**

SUMMARY OF ACTION
SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD
HYBRID IN-PERSON AND VIRTUAL MEETING
THURSDAY, FEBRUARY 15, 2024, 4:00 PM
SANTA FE COUNTY ADMINISTRATION COMPLEX
100 CATRON STREET, SANTA FE, NM
GRANT CONFERENCE ROOM, SECOND FLOOR

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER		1
ROLL CALL	QUORUM	1
APPROVAL OF AGENDA	APPROVED	2
APPROVAL OF MINUTES	APPROVED	2
MATTERS FROM THE PUBLIC	NONE	2
APPROVAL OF CONSENT CALENDAR	APPROVED	2-3
 <u>CONSENT CALENDAR</u>		
REQUEST FOR APPROVAL TO REPAIR UNIT 1334 (CATERPILLAR 623G WHEEL TRACTOR-SCRAPER) BY WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, NM UNDER ITB NO. 20/27/B IN THE AMOUNT OF \$99,410.22	APPROVED ON CONSENT	3
REQUEST FOR APPROVAL TO PURCHASE TWO SHARP COPIERS FROM SOUTHWEST COPY SYSTEMS OF ALBUQUERQUE, NM UNDER NEW MEXICO STATEWIDE PRICE AGREEMENT NO. 00-00000-19-00019AG IN THE AMOUNT OF \$8,570.	APPROVED ON CONSENT	3

MATTERS FROM THE
EXECUTIVE DIRECTOR

REQUEST FOR APPROVAL OF AUDITED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION FOR THE YEAR ENDED JUNE 30, 2022.	APPROVED	3-4
UPDATE ON THE FY-23 ANNUAL AUDIT	INFORMATION/DISCUSSION	4-5
RESIDENTIAL FREE DAY AT BURRT ON FEBRUARY 3-4, 2024.	INFORMATION/DISCUSSION	5
CAJA DEL RIO COALITION EARTH DAY CLEANUP ON SATURDAY, APRIL 20, 2024.	INFORMATION/DISCUSSION	5-6
MATTERS FROM STAFF - AGENCY, CITY, COUNTY	INFORMATION/DISCUSSION	6

MATTERS FROM THE BOARD

ELECTION OF CHAIR AND VICE-CHAIR	ELECTED	6-8
NEXT MEETING DATE	MARCH 21, 2024	8
ADJOURNMENT	ADJOURNED	8

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD
HYBRID IN-PERSON AND VIRTUAL MEETING
THURSDAY, FEBRUARY 15, 2024, 4:00 PM
SANTA FE COUNTY ADMINISTRATION COMPLEX
100 CATRON STREET, SANTA FE, NM
GRANT CONFERENCE ROOM, SECOND FLOOR**

I. CALL TO ORDER

The meeting of the Santa Fe Solid Waste Management Agency Joint Powers Board was called to order by Chair Garcia at 4:00pm on Thursday, February 15, 2024, and was held in-person and virtually.

II. ROLL CALL

MEMBERS PRESENT

Commissioner Camilla Bustamante
Commissioner Justin Greene, arrived at 4:15 pm
Councilor Amanda Chavez
Councilor Lee Garcia
Councilor Michael Garcia, Chair

MEMBERS ABSENT

Commissioner Anna Hansen, Excused

OTHERS PRESENT

Randall Kippenbrock, Executive Director, SWMA
Jonas Nahoum, Attorney
Rosalie Cardenas, SWMA
Ernestina Baca, SWMA
Thomasina Chavez, SWMA
Yvonne Herrera, Santa Fe County
Manuel Griego, SWMA
Les Francisco, Santa Fe County Solid Waste Superintendent
Shirleen Sitton, Director, City of Santa Fe Environmental Services
Maria Gomez-Molina, Santa Fe County Roads, Fleet, Solid Waste and Traffic
Director
Eric Spurlin, CRI
Elizabeth Martin, Stenographer

III. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Lee Garcia, seconded by Commissioner Bustamante, to approve the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Commissioner Bustamante, yes; Councilor Chavez, yes; Councilor Lee Garcia, yes; Chair Michael Garcia.

IV. APPROVAL OF MINUTES

A. REGULAR MEETING - NOVEMBER 16, 2023

B. SPECIAL MEETING - DECEMBER 13, 2023

MOTION A motion was made by Chair Michael Garcia, seconded by Councilor Chavez, to table the approval of the minutes until Commissioner Greene arrived.

VOTE The motion passed on a roll call vote as follows:

Commissioner Bustamante, yes; Councilor Chavez, yes; Councilor Lee Garcia, yes; Chair Michael Garcia, yes.

MOTION A motion was made by Chair Michael Garcia, seconded by Commissioner Bustamante, to approve the minutes of November 16, 2023 and December 13, 2023 as presented.

VOTE The motion passed on a roll call vote as follows:

Commissioner Bustamante, yes; Councilor Chavez, abstained; Councilor Lee Garcia, abstained; Chair Michael Garcia, yes, Commissioner Greene, yes.

V. MATTERS FROM THE PUBLIC

None.

VI. APPROVAL OF CONSENT CALENDAR

MOTION A motion was made by Commissioner Bustamante, seconded by Councilor Lee Garcia, to approve the consent calendar as presented.

VOTE The motion passed on a roll call vote as follows:

Commissioner Bustamante, yes; Councilor Chavez, yes; Councilor Lee Garcia, yes; Chair Michael Garcia

VII. CONSENT CALENDAR

A. REQUEST FOR APPROVAL TO REPAIR UNIT 1334 (CATERPILLAR 623G WHEEL TRACTOR-SCRAPER) BY WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, NM UNDER ITB NO. 20/27/B IN THE AMOUNT OF \$99,410.22; AND

1. APPROVAL OF BUDGET INCREASE TO 8100851.520400 (LANDFILL REPAIR AND MAINTENANCE OF EQUIPMENT AND MACHINERY) FROM 810.100700 (OPERATING FUND CASH BALANCE) IN THE AMOUNT OF \$99,410.22.

Approved on consent.

B. REQUEST FOR APPROVAL TO PURCHASE TWO SHARP COPIERS FROM SOUTHWEST COPY SYSTEMS OF ALBUQUERQUE, NM UNDER NEW MEXICO STATEWIDE PRICE AGREEMENT NO. 00-00000-19-00019AG IN THE AMOUNT OF \$8,570.

1. REQUEST FOR APPROVAL OF BUDGET INCREASE FROM 5500.100700 (OPERATING FUND CASH) TO BE APPORTIONED BETWEEN 8100851.570800 (LANDFILL DATA PROCESSING > \$5,000) AND 8100851.572800 (LANDFILL DATA PROCESSING < \$5,000) IN THE TOTAL AMOUNT OF \$8,570.

Approved on consent.

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

A. REQUEST FOR APPROVAL OF AUDITED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION FOR THE YEAR ENDED JUNE 30, 2022.

Mr. Spurlin gave a Power Point presentation on the audited financial statements

and supplementary information for the year ended June 30, 2022.

Mr. Kippenbrock said there were no findings other than the last submittal.

Chair Michael Garcia said and that was out of the control of SWMA. The late filing was due to the City of Santa Fe's late audit.

Mr. Kippenbrock said the City of Santa Fe is our Fiscal Agent. We use their Munis system. Our cash is pulled together with the City. CRI has to work together with both entities to do the audit of the cash accounts.

Commissioner Greene arrived at the meeting.

Councilor Lee Garcia said so that means we are dependent on the City for forwarding us the information we need for the audit.

Mr. Spurlin said that is correct.

MOTION A motion was made by Commissioner Bustamante, seconded by Councilor Chavez, to approve the audited financial statements and supplementary information for the year ended June 30, 2022.

VOTE The motion passed on a roll call vote as follows:

Commissioner Bustamante, yes; Councilor Chavez, yes; Councilor Lee Garcia, yes; Chair Michael Garcia, yes, Commissioner Greene, yes.

B. UPDATE ON THE FY-23 ANNUAL AUDIT.

Ms. Thomasina Chavez said we work closely with CRI and are at a standstill until the City completes their reconciliation of cash.

Councilor Lee Garcia asked if the City had given SWMA a tentative date when the data will be ready for the FY 23 audit.

Ms. Thomasina Chavez said not yet.

Mr. Kippenbrock said they had said May 15th for the submittal, but there has been no timeline for submittal.

Mr. Spurlin said the work is in progress.

Commissioner Greene asked how much time do we need in order to submit the remaining work.

Mr. Kippenbrock said from our end, we have submitted everything.

Ms. Thomasina Chavez said we are waiting on the City.

Chair Michael Garcia thanked Ms. Chavez for her update.

C. RESIDENTIAL FREE DAY AT BURRT ON FEBRUARY 3-4, 2024.

Mr. Kippenbrock said there is a handout in your packet with a table of the results of the Free Day at BuRRT.

Mr. Kippenbrock stated that Free Days are very labor intensive. We decided to spread out the dates for the Free Events. The first event was February 3rd. We processed 122 customers with E-Waste, 86 customers with hazardous household waste. At the second event, on February 4th, we processed 9 customers with E-Waste and 18 customers with hazardous household waste. For the month of February, we have processed 58 cars with 362 tires. Shirlene gets the word out for us and we put out flyers and do advertising.

Commissioner Greene said as a City customer, he receives mail outs on events. Is there an electronic version.

Commissioner Bustamante said she has seen the electronic version.

Councilor Lee Garcia said having these events consistently is very good. Will the rules at the landfill be suspended.

Mr. Kippenbrock said yes they will.

Commissioner Bustamante asked if a community wants to do a community clean-up day is it better to do it on a Free Day or to request a roll off cart.

Mr. Kippenbrock said he did not have an answer for that. It is your preference.

Commissioner Greene said Tesuque has a community clean-up day. We coordinated with Santa Fe County. It worked out well.

Councilor Lee Garcia said the Free Day is not for contractors. Is there a registration process for a community to have a roll off.

Mr. Kippenbrock said we work closely with facilities. We have a free disposal program for nonprofits for, as an example, cleaning out ditches. The Free Trash Days are meant for residential customers.

D. CAJA DEL RIO COALITION EARTH DAY CLEANUP ON SATURDAY, APRIL 20, 2024.

Mr. Kippenbrock said we are working with former City Councilor Carmichael Dominguez on an Earth Day Cleanup. They have requested two roll offs. We are coordinating this event for Saturday, April 20, 2024. We did this last year and it worked very well.

Commissioner Bustamante commended Mr. Kippenbrock for taking this on twice. Chair Michael Garcia said we will now return to the approval of the minutes.

The Board moved back to item IV for the approval of the minutes.

IX. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

Ms. Sitton welcomed Councilor Lee Garcia and Councilor Chavez to the Board and said she is excited to work with them.

Ms. Sitton stated that she is happy to inform the Board that last week we took possession of five new side loader trucks. She is also excited to be working with Hewlitt Zollars on the design of our new maintenance and administration facility. We hope to get an RFP for construction by the next budget year. We are on our second year of our new collection schedule and is it going well.

Mr. Francisco said we are starting to get staffed up and it is looking much better. He did three interviews today. We have opened the Tesuque Collection Center. We are about to change the hours up north.

Commissioner Greene thanked Mr. Francisco for getting the Tesuque Collection Center open. It is much appreciated.

Chair Michael Garcia thanked Ms. Sitton and Mr. Francisco for their updates.

X. MATTERS FROM THE BOARD

A. ELECTION OF CHAIR AND VICE-CHAIR

Mr. Nahoum reviewed the election process.

MOTION A motion was made by Commissioner Greene, seconded by Councilor Lee Garcia, to elect Commissioner Bustamante as Chair of the Board.

VOTE The motion passed on a roll call vote as follows:

Commissioner Bustamante, yes; Councilor Chavez, yes; Councilor Lee Garcia, yes; Chair Michael Garcia, yes, Commissioner Greene, yes.

Commissioner Bustamante thanked Councilor Michael Garcia for his leadership as Chair of the Board for the last year.

MOTION A motion was made by Councilor Chavez, seconded by Commissioner Greene, to elect Councilor Lee Garcia as Vice Chair of the Board.

VOTE The motion passed on a roll call vote as follows:

Commissioner Bustamante, yes; Councilor Chavez, yes; Councilor Lee Garcia, yes; Chair Michael Garcia, yes, Commissioner Greene, yes.

Commissioner Greene said he had a question about regionalization. Espanola and Rio Arriba County are trucking their trash to Rio Rancho. He is wondering if we can help them. He would love to see if we can accept their trash.

Mr. Kippenbrock said currently we accept 25% of the waste generated by the City of Espanola as a part of it is in Santa Fe County. As to Rio Arriba County, we would have to have a Joint Powers Agreement in place to accept out of County waste. It could happen. We tried to do a JPA with Rio Arriba County and Los Alamos County in 2017 and it failed. Los Alamos County would not approve it. Trucking trash to areas outside Santa Fe County doubles their transportation costs. The capacity at Rio Rancho is going to be filled eventually and all of the trash will have to go to Valencia County. That long haul is not ideal. Rio Arriba County has 30,000 tons of trash a year.

Commissioner Greene said Santa Fe County is meeting with Rio Arriba County next week. If you could communicate his question to them for the meeting he is more than willing to discuss a road map with them. For Board members, is this something we want to initiate.

Councilor Lee Garcia said what would be the capacity we would have to bring on another City and County.

Mr. Kippenbrock said prior to 1995 they created a 100-year landfill. We have 20 years of life left. We need to decide how we want to develop the new area of 50 some acres. The space is there. We would have to look at it from both angles - space and revenue.

Commissioner Bustamante asked what Mr. Kippenbrock's recommendation would be.

Mr. Kippenbrock said we would need to do further analysis in order to make a decision. We have always been good neighbors to northern New Mexico. We currently have a Joint Powers Agreement that does not allow us to take out of County waste. There would have to be a discussion of elected officials as to how they want to proceed.

Councilor Lee Garcia said he thinks it is beneficial to be a good partner. We should at least do an investigation of the possibilities and opportunities.

Chair Michael Garcia said there needs to be a feasibility analysis and an environmental impact study done regarding hauling trash that far.

Commissioner Bustamante noted that the Board needed to go back to the item regarding the audit presentation so that they can vote.

Chair Michael Garcia said we will return to item VIII (A).

The Board went back to item VIII (A).

XI. NEXT MEETING DATE: MARCH 21, 2024

XII. ADJOURNMENT

There being no further business before the Board, the meeting adjourned at 5:04 pm.

Attested to By:


Geraldyn Cardenas, Interim City Clerk

Councilor Michael Garcia, Chair

Elizabeth Martin

Elizabeth Martin, Stenographer

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: March 18, 2024
Subject: Request for Approval to Award ITB No. 24013 – Low-Profile Tri-Axle Truck Scale and Associated Appurtenances – to Rusty’s Weigh Scales & Service, Inc. of Lubbock, TX, in the Amount of \$100,842, Exclusive of NM GRT

SUMMARY

The Agency recommends awarding Invitation to Bid (ITB) No. 24013 for a low-profile tri-axle truck scale and associated appurtenances to Rusty’s Weigh Scales & Service, Inc. (Rusty’s Weigh) of Lubbock, TX for \$100,842. The Agency also recommends approving the Services Agreement with Rusty’s Weigh.

The Agency issued the ITB on February 5, 2024. On March 5, 2024, one bidder, Rusty’s Weigh, responded to the ITB. Rusty’s Weigh’s bid of \$100,842 meets or exceeds all specifications in the ITB.

The low-profile, tri-axle truck scale and associated appurtenances will be installed in the waste tunnel area of the transfer station at the Buckman Road Recycling and Transfer Station (BuRRT). BuRRT accepts municipal solid waste from small vehicles and trailers that are not self-dumping. Municipal solid waste is pushed into a trailer through a hopper and packed before being sent to Caja del Rio Landfill for disposal. The scale will help load trailers properly to meet New Mexico Department of Transportation (NMDOT) weight restrictions and improve operational efficiency at BuRRT.

Funding is available via a budget increase to 8100852.570500 (BuRRT Equipment and Machinery Non-Exempt) from 816.100700 (Capital Improvement Reserve Fund) in the amount of \$100,842, excluding applicable NM gross receipts tax. The Agency must pay the applicable tax after the contract is entered into under Section 13-1-108 NMSA 1978 of the New Mexico Procurement Code.

The estimated project time, including delivery, crew mobilization, and installation, is 8 to 16 weeks.

BACKGROUND

The following Bid Sheet shows the breakdown of Rusty’s Weigh’s bid for one low-profile, tri-axle truck scale, load cells, three digital weight indicators, one display indicator, miscellaneous cables, warranty, labor and freight.

BID SHEET
ITB No. 24013
Santa Fe Solid Waste Management Agency
Low Profile, Tri-Axle Truck Scale and Associated Appurtenances

ITEM	DESCRIPTION	PRICE
1	<p>One (1) MyScale MS TL6010 Low-Profile, Tri-Axle Vehicle Scale or equal - three (3) axle scale with a 10-foot steer scale, 20-foot drive scale, and 30-foot trailer tandem scale. (Section 3, Scope of Work)</p> <p>Load Cells – Quantity based upon manufacturer’s recommendation, minimum capacity of 30,000 pounds per load cell (minimum of 12 load cells) (Section 4, Scope of Work)</p> <p>Associated Appurtenances – Miscellaneous cables, etc., to make the scale a fully functioning scale (Section 7, Scope of Work)</p> <p>Warranty – At a minimum, five (5) year weighbridge warranty. (Section 8, Scope of Work)</p>	\$64,800
2	<p>Three (3) Mettler Toledo Model IND 360 Digital Weight Indicator or equal – (Section 5, Scope of Work)</p>	\$7,742
3	<p>One (1) Matko Exterior 4 Line L.E.D. Display or equal and three (3) wall-mount enclosures for digital weight indicators. (Section 5, Scope of Work)</p>	\$7,200
4	<p>Labor – Mobilization, complete installation to allow for fully functioning scale, including wiring, testing and calibration of the furnished scales.</p>	\$17,300
5	<p>Freight – FOB Point 2600 Buckman Road, Santa Fe, NM</p>	\$3,800
Total		\$100,842

ACTION REQUESTED

The Agency recommends awarding ITB No. 24013 – Low-Profile Tri-Axle Truck Scale and Associated Appurtenances – to Rusty’s Weigh Scales & Service for \$100,842.

The Agency also requests approval of a budget increase to 8100852.570500 (BuRRT Equipment and Machinery Non-Exempt) from 816.100700 (Capital Improvement Reserve Fund) in the amount of \$100,842.

Attachments:

- 1) Budget Adjustment Request (BAR.)
- 2) Services Agreement with Rusty’s Weigh Scales & Service
- 3) Rusty’s Weigh’s Additional Information
- 4) ITB No. 24013 – Low-Profile Tri-Axle Truck Scale and Associated Appurtenances – Without Appendices

M:\Memo\031824.7

ATTACHMENT 1
Budget Adjustment Request (BAR)

Log # {Finance use only}:	
Batch # {Finance use only}:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					3/14/2024	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
EQUIPMENT & MACHINERY NON EXEMPT	8100852	570500		100,842		
TRANSFER OUT TO ORG / FUND 810	8160890	755810		100,842		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
TRANSFER IN FROM ORG / FUND 816	8100852	655816		(100,842)		

JUSTIFICATION: *(use additional page if needed)*
 --Attach supporting documentation/memo

	\$ 100,842	\$ -
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ITB No. 24013 – Low-Profile Tri-Axle Truck Scale and Associated Appurtenances – to
Rusty’s Weigh Scales & Service, Inc. of Lubbock, TX
 Cash is available in the SFSWMA Capital Improvement Reserve Fund (816.100700)

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
810	(100,842)
TOTAL:	(100,842)

Thomasina Chavez	3/14/2024	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>		
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	Budget Officer _____ Date	
Division Director Signature <i>{optional}</i>	Date		N/A	Finance Director <i>{≤ \$5,000}</i> _____ Date
Department Director Signature	Date		N/A	City Manager <i>{≤ \$60,000}</i> _____ Date
			Agenda Item #:	

ATTACHMENT 2

Services Agreement with Rusty's Weigh Scales & Service

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
RUSTY'S WEIGH SCALES & SERVICE, INC.
(Low-Profile Tri-Axle Truck Scale - 2024)**

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 a low-profile, tri-axle truck scale and associated appurtenances at the Buckman Road Recycling and Transfer Station as described in ITB No. 24013 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. 24013.

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 a sum not to exceed One Hundred Thousand Eight Hundred Forty-Two Dollars and No Cents (\$100,842.00), excluding applicable gross receipts taxes.

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 prices set forth on Contractor's Bid Sheet 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 March 21, 2025, 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 Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold Contractor liable for any excess costs associated with Contractor's default. 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 Contractor and these causes have been made known to the Agency in written form within five working days of 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 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 Contractor's bid. The warranty shall begin when the Agency accepts deliverables from Contractor. The warranty contract shall be solely with Contractor and Contractor shall be responsible for ensuring all warranty work is satisfactorily completed on any product under this Agreement. 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:

Camilla Bustamante
Chairperson

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

Date:

CONTRACTOR:

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

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

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

SCOPE OF SERVICES

1. Purpose

Install a low-profile, tri-axle truck scale and associated appurtenances at the Buckman Road Recycling and Transfer Station (BuRRT). Municipal solid waste is pushed into a trailer through a hopper and packed prior to transporting material to the Caja del Rio Landfill for disposal. The low-profile tri-axle truck scale and associated appurtenances will assist operations in properly loading trailers to meet New Mexico Department of Transportation (NMDOT) weight restrictions and improve operational efficiency at BuRRT.

2. General Provisions

- 2.1 Furnish and install a MyScale MS TL6010 Low-Profile, Tri-Axle Vehicle Scale or equal.
- 2.2 Furnish and install three (3) METTLER TOLEDO IND 360 Digital Weight Indicators or equal.
- 2.3 Furnish and install three (3) wall mount enclosures.
- 2.4 Furnish and install Matko Exterior 4-Line LED Display or equal.
- 2.5 All work shall be completed during regular operating hours of BuRRT, which are Monday – Sunday, 7:00 a.m. to 5:30 p.m. Mountain Time.
- 2.6 Work shall include wiring, testing and calibration of the furnished scales according to the New Mexico Department of Agriculture Rules and Regulations 21.16.2 NMAC - Specifications, Tolerances, And Other Technical Requirements for Weighing and Measuring Devices.
- 2.7 Contractors shall provide a project timeline schedule.
- 2.8 The work area shall be maintained in a neat and satisfactory manner. All construction debris shall be removed from the work areas and disposed of properly at BuRRT.
- 2.9 Comply with all local, state, and federal laws governing safety, health, and sanitation.

3. Scale Specifications

- 3.1 Furnish and install one 60-foot by 10-foot low-profile tri-axle scale truck scale associated electronic controls installation within an existing tunnel used to load out municipal solid waste at BuRRT. Scale shall be configured as a three (3) axle scale with a 10-foot steer scale, 20-foot drive scale, and 30-foot trailer tandem scale.
- 3.2 The scale deck and ramps on each end shall be made of steel, diamond tread plate with powder coated finish. Yellow safety side rails shall also be provided.
- 3.3 Maximum scale deck height shall be approximately 6 inches. Contractor is responsible for ensuring the installed scale will allow for clearance between the top of the trailer and pit walls through the ceiling of the tunnel.
- 3.4 Secure the tri-axle scale with concrete anchors into position.
- 3.5 The scale shall be fully electronic and incorporate no mechanical weighing elements, check rods, and check stays.

- 3.6 The scale's weighing-related electronics shall consist solely of load cells, load cell cables, and a digital weight display.
- 3.7 Each scale of the tri-axle scale shall have a concentrated load capacity of 60,000 pounds, or greater.
- 3.8 The tri-axle scale shall accept an average daily traffic volume of up to 10 vehicles per day, 365 days per year, for 20 years, assuming that 100% of the vehicles are loaded with the equivalent of 60,000 pounds on their dual tandem axle. Each scale of the tri-axle scale shall be able to tolerate the impact of material loading from top of the trailer.
- 3.9 The scale shall be calibrated to a minimum of 120,000 pounds by 20-pound increments and not exceed 200,000 pounds. System configurations with increments greater than 20-pound increments will not be accepted.

4. Load Cell Specifications

- 4.1 Each load cell shall have a minimum capacity of 30,000 pounds.
- 4.2 The load cell manufacturer shall provide a Certificate of Conformance.
- 4.3 Load cells shall have digital or analog output with an integral microprocessor.
- 4.4 The load cell shall not require check rods, flexures, or chain links for stabilization, as these items are sources of ongoing maintenance requirements.
- 4.5 The load cell may include a junction box to communicate between the load cell and scale instrument. Use single line cable wherever possible and keep any necessary junction boxes accessible.
- 4.6 The load cell and load cell mounting hardware shall be constructed of zinc plated load cells/hardware.
- 4.7 The load cell shall contain integral Transient Voltage Surge Suppressors (TVSS) for all input and communication lines. Each TVSS shall have self-resetting thermal breakers to protect the load cell components from voltage and current surges.

5. Weight Indicator Specifications

- 5.1 Three (3) weight indicators shall be a METTLER TOLEDO IND360 terminal or equal with three (3) analog or digital scale indicators, ethernet connectivity, and have the ability to sum all three indicators to provide a total gross weight to be sent to a Matko exterior 4-Line LED display or equal.
- 5.2 The display indicators shall be wall mounted inside enclosures that are NEMA 4 or greater. The area where the indicators will be mounted is dusty and damp within a tunnel under the transfer station.
- 5.3 A Matko exterior 4-line LED display or equal shall be mounted within the transfer station to be able to be seen when loading trailers from above. Character height shall be a minimum of 4-inches high in a single exterior enclosure with bright red LED numbers. The display shall indicate the weight of the steer, drive and trailer axles, and total weight.

6. Junction Boxes and Cables Specifications

- 6.1 Junction boxes shall be permitted in the scale, attached to the exterior of the scale, or remotely mounted from the scale. Sectional controllers shall have wired connections made within enclosures that are hermetically sealed.
- 6.2 Load cell cables and scale instrument cables shall be stainless steel sheathed for environmental and rodent protection.

7. Associated Appurtenances

- 7.1 Contractor shall include all required assemblies to make a functioning scale (e.g., additional cables, associated appurtenances). Power will be made available to Contractor for installations inside the tunnel area and in the transfer station above.

8. Warranty Requirements

- 8.1 The scale and load cell manufacturer shall warrant the scale assembly, including scale instruments and associated cables from failures due to defects in manufacturing and workmanship.
- 8.2 The guarantee shall warrant, at a minimum, the weighbridge for five (5) years or from the date of shipment to the Agency, whichever occurs first. Contractor shall promptly correct any such defect appearing within the warranty period.

9. Manuals and Training

- 9.1 Contractor shall provide a complete set of maintenance, parts, and operational manuals.
- 9.2 Contractor shall provide training to the staff in the operation and routine maintenance of the truck scale and digital components. Contractor shall remain available for consultation to the Agency staff, should they require assistance with maintenance or repair.

BID SHEET
ITB No. 24013
Santa Fe Solid Waste Management Agency
Low Profile, Tri-Axle Truck Scale and Associated Appurtenances

ITEM	DESCRIPTION	PRICE
1	<p>One (1) MyScale MS TL6010 Low-Profile, Tri-Axle Vehicle Scale or equal - three (3) axle scale with a 10-foot steer scale, 20-foot drive scale, and 30-foot trailer tandem scale. (Section 3, Scope of Work)</p> <p>Load Cells – Quantity based upon manufacturer’s recommendation, minimum capacity of 30,000 pounds per load cell (minimum of 12 load cells) (Section 4, Scope of Work)</p> <p>Associated Appurtenances – Miscellaneous cables, etc., to make the scale a fully functioning scale (Section 7, Scope of Work)</p> <p>Warranty – At a minimum, five (5) year weighbridge warranty. (Section 8, Scope of Work)</p>	\$64,800
2	Three (3) Mettler Toledo Model IND 360 Digital Weight Indicator or equal – (Section 5, Scope of Work)	\$7,742
3	One (1) Matko Exterior 4 Line L.E.D. Display or equal and three (3) wall-mount enclosures for digital weight indicators. (Section 5, Scope of Work)	\$7,200
4	Labor – Mobilization, complete installation to allow for fully functioning scale, including wiring, testing and calibration of the furnished scales.	\$17,300
5	Freight – FOB Point 2600 Buckman Road, Santa Fe, NM	\$3,800
Total		\$100,842

ATTACHMENT 3

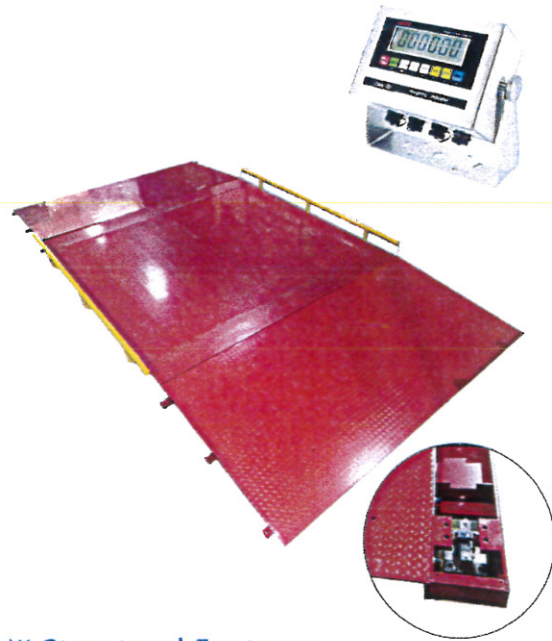
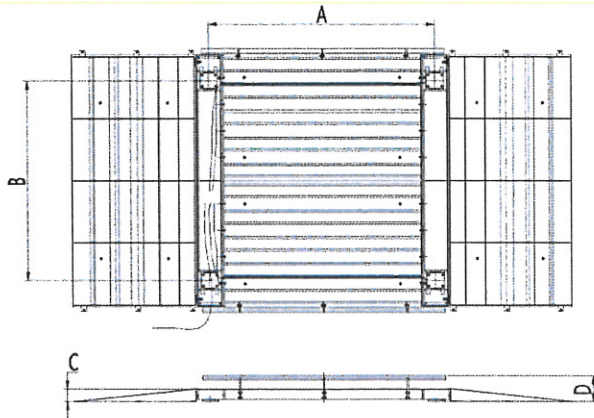
Rusty Weigh's Additional Information

LP7693

Cargo Scale

※ Dimensions :

◆ Unit (inch)



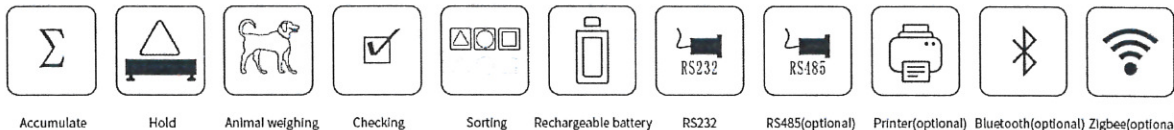
※ Technical Parameters

- ◆ Accuracy class: III n_{max} : 5000
- ◆ Display: 6-digit 0.8" LED or 1" LCD with backlight
- ◆ Using environment: -10°C ~+40°C (14 ° F to 104 ° F), ≤ 85%RH
- ◆ Power supply: AC110V 60Hz, DC9V/ built-in rechargeable battery

※ Structural Features

- ◆ Low profile, height: 6"
- ◆ Steel diamond deck construction
- ◆ Durable side rails
- ◆ 60" long two-way ramp
- ◆ Mild steel surface is treated with shot blasting, epoxy powder coating

※ Product Functions :



※ Types & Specifications :

Item No.	Capacity (klb)	A	B	C	D	Weight((klb)
LP7693-1010	60	8.8	8.2	6.0	12.2	4.6
LP7693-1015	60	13.8	8.2	7.2	13.4	6.8
LP7693-1020	60/100	18.2	8.2	7.2	13.4	10.2
LP7693-1030	60/100	28.8	8.2	7.2	13.4	15.3

RUSTY'S WEIGH SCALES & SERVICE, INC.

HQ - 408 North Interstate 27, Lubbock, Texas 79403-3220
 PHONE: 800-666-2802 / 806-747-2912 FAX: 806-741-1445
 Website: www.rustysweigh.com

OFFICES: Abilene, Albuquerque, Amarillo, El Paso, Tyler, Wichita Falls

METTLER TOLED
 Premier Distributor

QUOTE NUMBER: 03012024TS-A

PROPOSAL TO: Santa Fe Solid Waste Management

SHIP TO: BuRRT

Reference: Low Profile, Tri Axle Truck Scale

We are pleased to quote the following Weighing Equipment:

NO. UNITS	MODEL NO.	EQUIPMENT	UNIT PRICE	TOTAL PRICE
1	6*LP7693-1010-60	Low Profile Vehicle Scale * 80' Scale X 10' Wide * 120,000lb Capacity X 20lb * 30k Double Ended Beam Load Cells * Steel, Diamond Tread Plate Deck * Powder Coated Finish * Steel, Diamond Tread Plate Ramps on Each End * Yellow Safety Side Rails * Metal Cables w/ Waterproof Coating Included * Low Profile, Approx 6" Height 3 Year Weighbridge Warranty Against Defects Configured as 3 Axle Scales - 10' Steer Scale, 20' Drives Scale and 30' Trailer Tandem Scale	\$ 64,800.00	\$ 64,800.00
				
1	T36000P1000001001	Custom NEMA 4 Wall Mount Enclosure With IND360 Indicators * (3) Panel Mount Analog Scale Indicators: Axle 1 / Axle 2 / Axle 3 * Ethernet IP * Master Power Control * Comm Control To Display	\$ 7,742.00	\$ 7,742.00
				
1	SBL-4-QUAD	Matko Exterior 4 Line LED Display * 4" Character Height * 4 Numeric Lines In Single Exterior Enclosure * Bright Red, LED Numbers	\$ 7,200.00	\$ 7,200.00
				
TOTAL EQUIPMENT PRICE			\$	79,742.00

**** INSTALLATION/TEST:**

* Equipment To Set Scales	\$ 2,500.00
* Set Ramps and scales into tunnel, secure with concrete anchors into position. Install scoreboard to wall and weight indicator box to wall.	\$ 12,000.00
* Wire, test, and calibrate scales - Connect and test displays.	\$ 2,800.00

** All AC and comm conduits will be the responsibility of the customer, unless line itemed on quote.

TOTAL INSTALLATION PRICE \$ 17,300.00

Shipment: 3 - 8 Weeks

F.O.B.: Job Site

Terms of Payment: 50% Down

40% at Shipment

10% At Place In Service

THIS QUOTATION VALID FOR 30 DAYS FROM DATE ISSUED.

TOTAL EQUIPMENT	\$ 79,742.00
INSTALLATION/TEST PRICE	\$ 17,300.00
SHIPPING & HANDLING	\$ 3,800.00
SUBTOTAL	\$ 100,842.00
SALES TAX <u>8.25%</u>	Add As Applies
TOTAL PRICE	\$ 100,842.00

SUBMITTED BY: Tell Stockstill
 DATE: 3/4/2024

ACCEPTED BY: _____
 TITLE: _____

ATTACHMENT 4

**ITB No. '23/14/B – Truck Scale Conversion and Digital Upgrade
for the Caja del Rio Landfill – Without Appendices**

CITY OF SANTA FE
CENTRAL PURCHASING OFFICE

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

INVITATION TO BID

**LOW-PROFILE, TRI-AXLE TRUCK SCALE AND
ASSOCIATED APPURTENANCES**

ITB #24013

NIGP COMMODITY CODE: 78084

DUE:

**March 5, 2024
2:00 PM Mountain Time**

CITY OF SANTA FE
CENTRAL PURCHASING OFFICE
200 LINCOLN AVE., ROOM 122
SANTA FE, NM 87501
Purchasing@santafenm.gov

BID SCHEDULE

ITB 24013

EVENT	DATE
Advertisement/Release Date	February 5, 2024
Pre-Bid Meeting	February 13, 2024
Deadline to Submit Questions	February 29, 2024
Deadline to Respond to Written Questions and Any Addendum	March 2, 2024
Receipt of Bids	March 5, 2024 at 2:00 p.m. Mountain Time Bids are to be uploaded to the following ShareFile link: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx
Recommendation of Award to Joint Powers Board	March 21, 2024

The Agency reserves the right to modify the dates and times mentioned above or withdraw the ITB due to significant justification(s) in the Agency's best interest.

BID OPENING: Bid opening will be accomplished through a Zoom meeting as follows:

Join Zoom Meeting
March 5, 2024 at 2:00 p.m. Mountain Time

<https://santafenm-gov.zoom.us/j/81324508896?pwd=YWl6MThxVTMvbNzRc0cwTXFVQkhNQT09>

Meeting ID: 813 2450 8896

Passcode: 951368

One tap mobile

+17193594580,,81324508896#,,, *951368# US

+12532158782,,81324508896#,,, *951368# US (Tacoma)

Dial by your location

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 386 347 5053 US

+1 564 217 2000 US

+1 646 931 3860 US

Meeting ID: 813 2450 8896

Passcode: 951368

Find your local number: <https://santafenm-gov.zoom.us/j/81324508896>

All Bidders must notify the CPO or designee if any employee(s) of the Agency or the office of CPO have a financial interest in the Bidder:

No financial interest **Yes financial interest**

If yes specify by name: _____

BIDDER FORM

Having read the Terms and Conditions and examined the Scope of Work (SOW) and Specifications for ITB No. 24013, we hereby submit this Bidder Form, Bid Sheet and other required information.

Company Name: _____

d/b/a (if applicable): _____

Mailing Address: _____

City, State, Zip Code: _____

Physical Address: _____

City, State, Zip Code: _____

Email Address: _____

Area Code + Phone Number: _____

NM Gross Receipts Tax # (CRS) _____ Federal Tax ID # _____

Payment terms: _____ (e.g., net 30 days. Discount will not be considered - see "Terms and Conditions.")

Delivery for this ITB will be Caja del Rio Landfill, 149 Wildlife Way, Santa Fe, NM 87506.

Contractor's Delivery: _____ (May be considered in the award)

Authorized Signature: _____ Print or type name: _____

Signatory Email: _____ Phone Number: _____

No addenda or amendment will be issued three (3) days before the date for receipt of bids, except an addenda or amendment withdrawing the ITBs or postponing the date for receipt of bids.

If applicable, the Bidder hereby acknowledges receipt of the following addenda or amendment:
Addenda/Amendment No. _____ Dated: _____ Addenda/Amendment No. _____ Dated: _____

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document and any additional bidding instructions or requirements.

Mailed, Faxed, and Emailed bids will not be accepted.

TERMS AND CONDITIONS

(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or their designee approves a purchase document in response to the bid, a binding contract is created.
2. **Assignment:** Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the City Purchasing Office. Under this order, no such consent shall relieve the Contractor's obligations and liabilities.
3. **Variation in Quantity:** No increase in the SOW of services or items after award will be accepted, unless means were provided for within the contract documents. Decreases in the SOW of services, or items can be made upon request by the Agency or if such variation has been caused by documented conditions beyond the Contractor's control, and then only to the extent, as specified elsewhere in the contract documents.
4. **Default:** The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the Contractor fails to meet the provisions for this order, 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 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.
5. **Items:** All bid items are to be new and of the most current production unless otherwise specified.
6. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
7. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible items (goods) rejected at the destination for non-conformance with specifications shall be removed at the Contractor's risk and expense promptly after notice of rejection.
8. **Packing, Shipping and Invoicing:**
 - a) The City Purchasing Office's purchase order number, Contractor's name, Agency's name and location shall be shown on each packing slip, delivery ticket, package, bill of lading and other correspondence concerning the shipments. The Contractor shall accept the Agency's count as final and conclusive on all shipments not accompanied by a packing slip.
 - b) The Contractor's invoice shall be submitted duly certified and contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each complete shipment.
 - c) Invoices must be submitted to Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506, and not the City of Santa Fe.

9. Method of Payment:

- a) Every effort will be made to process payments within thirty (30) days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.
- b) Contractor must register with the City of Santa Fe's Enterprise Resource Planning (ERP) System. Contractor's failure to do so will experience delays in the processing of invoices and will not be able to do business with the Agency. Contractor can register online at:

<https://santafenm.munisselfservice.com/Vendors/default.aspx>.

10. Payment Provisions: All payments under this Agreement are subject to the following provisions.

- a) Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the product or services provided meet specifications. Until the Agency accepts the products or services in writing, the Agency shall not pay for any products or services. Unless otherwise agreed upon between the Agency and the Contractor, within thirty (30) days from the date the Agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the Agency shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the Agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- b) Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the invoice date. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The Agency agrees to pay in full the balance shown on each account's statement by the due date shown on said statement.

11. Taxes: The Agency is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for services. A tax-exempt certificate will be issued upon written request to the Purchasing Office. Such tax or taxes shall be added at the time of invoicing at the current rate and shown as a separate item to be paid by the Agency.

12. Commercial Warranty: The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded to the Agency by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

13. Price Adjustments: Unit prices for services and items quoted by the Contractor are to be firm for the duration of the contract. A request for a price adjustment due to an increase or decrease by the product manufacturer/supplier is subject to approval by the Agency. The Contractor shall submit to the Agency sufficient justification to support the request.

14. Late Delivery: It is expressly understood and agreed that, as a result of the public interest and because of the monetary losses that the Agency may incur as a result of failure to deliver the items and services described in the contract on time, that time is of the essence in the performance of this Agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated nor calculated. At the option of the Chief Procurement Officer, the Agency may invoke the default provisions of the Agreement contained herein.

15. Agency Furnished Property: Agency furnished property shall be returned to the Agency upon request in the same

condition as received except for ordinary wear, tear and modifications ordered hereunder.

16. **Workers' Compensation:** The Contractor agrees to comply with State laws and rules on Workers' Compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required, this Agreement may be terminated by the Agency.
17. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Agency are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without the prior written consent of the Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to ensure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.
18. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Agreement's term and effect, and retain them for three (3) years from the date of final payment under this Agreement. The 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 billings before and after payment. Payment for services under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.
19. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
20. **Non-Collusion:** In signing this bid, the Contractor certifies they have not, directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or their designee.
21. **Nondiscrimination:** Contractor doing business with the Agency must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
22. **Penalties:** Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
23. **Power of Attorney:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
24. **No additional terms and/or conditions will be accepted.**

INFORMATION FOR BIDDERS

1. Receipt of Electronic Bids

The Santa Fe Solid Waste Management Agency (herein called "Agency") invites bidder(s) to submit their bid electronically on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Central Purchasing Office of the City of Santa Fe until **2:00 p.m. Mountain Time on March 5, 2024.**

Bids are to be uploaded to the following link:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

No late bids will be accepted under any circumstances.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend the bid opening, please contact the CPO or their designee at least five (5) working days prior to the scheduled bid opening.

2. Bid Submittal Requirements:

Complete bid documents, as required, by this ITB. All specifications, submittal required documentation, supporting materials, certificates, etc., in addition to the bid documents, must be attached to form a complete responsive bid (NMSA 1978 13-1-82-85; NMSA 1978 13-1-133).

The Bidder is responsible for ensuring all documents are entirely uploaded and submitted electronically by the deadline in this ITB. Such electronic submissions will be considered sealed bids in accordance with the statute. The Bidder is also responsible for ensuring the bid is correct and accurate before submission. By bidding electronically, the Bidder acknowledges any and all amendments and ensures the bid corresponds with any amendments.

If an amendment is processed after the bid is submitted, the Bidder must resubmit their bid for it to be considered fully submitted.

Allow adequate time for large uploads to complete the submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received by the deadline will be deemed late. Further, a submission that is not fully complete by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

3. Copies of Invitation to Bid

The ITB is available in electronic version from the following website http://www.santafenm.gov/bids_rfps.

In the event of a conflict between a version of the ITB in the Bidder's possession and the version maintained by the Central Purchasing Office, the Bidder acknowledges that the Central Purchasing Office's version shall govern.

4. Preparation of Bid

All blank spaces for bid prices must be filled in, hand or type written. Bids must be in Word or PDF format.

This ITB may be canceled or any and all bids may be rejected in whole or in part whenever the Agency determines it is in the Agency's best interest to do so.

5. Bid Tabulations

Bid tabs will be posted to the Central Purchasing Office's website after the bid opening date. To access it, go to https://www.santafenm.gov/bid_tabulations.

6. Pre-Bid Meeting

A **non-mandatory** pre-proposal meeting will be held at 10:00 a.m. Mountain Time, February 13, 2024, at the Buckman Road Recycling and Transfer Station - Administration Building located at 2600 Buckman Road, Santa Fe NM 87507. Representatives of the Agency will be available at the pre-bid meeting to answer questions to the extent possible and explain the intent of this ITB. A site visit will follow the pre-bid meeting.

7. Correction or Withdrawal of Bid

A bid containing a mistake discovered before bid opening may be modified or withdrawn by the Bidder before the deadline for receipt of bids by emailing a written notice to Purchasing@santafenm.gov. Withdrawn bids may be resubmitted up to the time and date designated for the receipt of bids, provided they are then fully in conformance with the ITB.

8. Interpretations and Addenda

No oral interpretation of the meaning of any section of the ITB will be binding. Oral communications are permitted to assess the need for an addendum. Any questions concerning the ITB must be addressed prior to the date set for receipt of bids.

Every request for such interpretations should be submitted via email to Danita Boettner, Procurement Manager, at dboettner@sfswwa.org and to be given consideration must be received at least five (5) days prior to the date set for receipt of bids. Other Agency employees do not have the authority to respond on behalf of the Agency.

Any and all such interpretations and any supplemental instruction will be in written addenda to the ITB, which, if issued, will be sent to all prospective Bidders through Vendor Self Service (VSS) not later than three (3) days prior to the date set for receipt of bids. Failure of any Bidder to receive any such addenda or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

Addenda may be obtained from Danita Boettner, Procurement Manager, via email at dboettner@sfswwa.org or website https://www.santafenm.gov/bids_rfps.

The Agency reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the bid deadline or cancel the ITB due to significant justification(s) that are in the Agency's best interest.

9. Laws and Regulations

The Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the subject of this ITB shall apply to the ITB throughout, which will be deemed to be included in the ITB the same as though written out in full.

10. Disclosure of Bid Contents

All bids and documents pertaining to the bid shall be opened publicly. Each bid, except those portions for which a bidder has made a written request for confidentiality, shall be open to public inspection. Any data, which a bidder believed should be kept confidential shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

11. Brand Name or Equal Specification

In accordance with Section 13-1-168 NMSA 1978, all brand names specified in this bid are not meant to be restrictive but used as descriptive or equal specification.

Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the Bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the

item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.

The Agency reserves the right to evaluate “or equal” or any line of the SOW that does not exactly meet the requirements. The Agency also reserves the right to evaluate based on the make and model submitted by the bidder and review all specifications to ensure that make and model meets or exceeds the specifications listed in the SOW and deny the bid with justification if the minimum requirements are not met.

12. Method of Award

This will be a single vendor award to the lowest responsible Bidder who meets or exceeds all specifications listed in the ITB. However, the Agency also reserves the right to award to multiple Bidders to meet the needs of the Agency in accordance with Section 13-1-153 NMSA 1978.

The ITB sets forth all specifications to be used in determining product acceptability. An acceptability evaluation is not conducted for the purpose of determining whether one bidder’s item is superior to another’s, but only to determine that a bidder’s offering is acceptable as set forth in the ITB. Any bidder’s offering which does not meet the acceptability requirements shall be rejected as non-responsive.

Following determination of product acceptability as set forth in the ITB, if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the Agency in accordance with the evaluation criteria set forth in the ITB. Only objectively measurable criteria that are set forth in the ITB shall be applied in determining the lowest bidder.

Awards may be determined by total or lifecycle costing. Life-cycle costing shall take into account operative, maintenance, and money costs, other costs of ownership and usage and resale or residual value, in addition to acquisition price, in determining the lowest bid cost over the period the item will be used.

In addition, the CPO or designee shall have the right to waive technical irregularities.

13. Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten.

14. Identical Bids

If two or more identical bids are received, the Chief Procurement Officer will apply the process described in Section 13-1-110 NMSA 1978 of the New Mexico Procurement Code.

15. Contract Award

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on March 21, 2024; however, the meeting's date is tentative and subject to change without notice.

16. Rejection or Cancellation of Bid

The ITB may be canceled, and any or all bids may be rejected in whole or in part, when it is in the Agency's best interest. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the Agency. A determination containing the reasons shall be made part of the project file (Section 13-1-131 NMSA 1978).

17. Prohibit Bidding

If any Bidder is of the opinion that the specifications as written preclude them from submitting a bid on this ITB, the Bidder should make their opinion known to the CPO or their designee, in writing, at least seven (7) days prior to the bid opening date.

18. Protest Deadline

Any protest by a Bidder must be timely submitted and conform to Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the contract award and will end by the close of business fifteen (15) calendar days after the contract award. Protests must be written and must include the protestor's name and address and the ITB number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and specify the ruling requested. Protests must be addressed and delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

Protests received after the deadline will not be accepted. The Agency reserves the right to implement the terms of the contract with the successful Bidder during the pendency of the protest.

19. Agency Rights

The Agency reserves the right to accept all or a portion of a bid.

20. Right to Publish

Throughout this procurement process and contract term, potential Bidders and contractors must secure from the Agency written approval before releasing any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bidder's bid or termination of the contract.

21. Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances)

- The term Living Wage refers to the minimum hourly wage necessary for a person to achieve a higher standard of living.
- **Santa Fe's Living Wage**
- Pursuant to the City of Santa Fe Living Wage ordinance, §28-1 SFCC 1987, Effective March 1, 2023, all workers within the City of Santa Fe shall be paid a Living Wage of \$14.03 per hour (APPENDIX E). The City's Living Wage ordinance does not set a minimum wage for tipped workers.
- Santa Fe County's Living Wage Ordinance was adopted to establish minimum hourly wages.
- Tips are counted as wages and credited towards satisfaction of the minimum wage. As long as a worker is receiving the hourly minimum wage, whether through tips, salary, or a combination of both, the employer is in compliance with the Living Wage Ordinance.
- The March 1, 2023, Living Wage increase is in accordance with County Ordinance and corresponds to the increase in the Consumer Price Index (CPI) for the Western Region or Urban Wage Earners and Clerical Workers. All employers required to have a business license or registration from the County must pay at least the adjusted 2023 Living Wage to employees for all hours worked within the Santa Fe County limits.
- **Effective Date:** Saturday, April 26, 2014
- **Affected Area:** For businesses located throughout Santa Fe County, outside of the incorporated boundaries of the City of Santa Fe, City of Española and the Town of Edgewood.
- **Affected Businesses and Other Employers:**

- Businesses required by Santa Fe County to have a business license.
 - Santa Fe County government
 - Contractors that enter into a contract after April 26, 2014, with Santa Fe County government for services, including construction services.
 - Businesses who undertake an economic development project and execute a project participation agreement with Santa Fe County.
- **Applies to:** All employees of these affected businesses whether employed on a full-time, part-time or temporary basis, including contingent or contracted workers and those working through a temporary service or an employment agency.
 - **The City of Santa Fe and Santa Fe County Living Wage increased to \$14.03 on March 1, 2023**, based on last year's increase of CPI for western region Urban Wage Earners and Clerical Workers. – subject to a Consumer Price Index-based inflationary adjustment on March 1 of each year. (See: <https://santafenm.gov/search-results?keywords=living+wage>)
 - Base Wage for Tipped Employees: \$4.21 per hour as of March 1, 2023.

22. New Mexico/Native American Resident Preferences in Procurement

New Mexico Resident Business Preference / Native American Resident Preference: To receive a New Mexico Resident Business Preference or Native American Resident Preference pursuant to §13-1-22 NMSA 1978 (as amended), the Bidder **must** submit a copy of a valid Resident Business or Resident Contractor certificate issued by the New Mexico Department of Taxation and Revenue with its bid.

When a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a:

- (1) New Mexico resident business or Native American resident business to be eight percent lower than the bid actually submitted; or
- (2) resident veteran business or Native American resident veteran business with annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.

The New Mexico Resident Business or Native American Resident Business Preference is not cumulative with the New Mexico Resident Veteran Business or Native American Resident Veteran Business Preference.

Local Preference: Local preference is not applicable pursuant to the County's 2013 Purchasing Procedures and Finance Policy.

BIDDER SUBMITTAL CHECKLIST

- BIDDER FORM** must be signed by an authorized representative of the company.
- BID SHEET.** Verify the total written dollar amount matches the total dollar number. Do amounts total correctly? In the event of discrepancies, the dollar value which is WRITTEN out is legally considered the valid price.
- ADDENDA or AMENDMENT** - acknowledge any addenda issued in reference to this ITB.
- WARRANTY INFORMATION** – documentation of the terms and conditions of the warranty.
- DETAILED INFORMATION** - labor, materials and other itemized costs, digital technology specifications and sales literature.

- PROJECT SCHEDULE** - detailing milestones and days from Notice to Proceed to completion.
- COPY OF CITY OF SANTA FE AND/OR SANTA FE COUNTY BUSINESS LICENSE**, if applicable.
- COPY OF STATE OF NEW MEXICO CRS TAX IDENTIFICATION NUMBER.**
- COPY OF NEW MEXICO RESIDENT BUSINESS OR VETERANS' OR NATIVE AMERICAN BUSINESS OR VETERANS' PREFERENCE CERTIFICATE** issued by the New Mexico Department of Taxation and Revenue, if applicable.

DEFINITIONS AND TERMS

1. **Addendum or Amendment:** a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Invitation to Bid.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **Bidder:** means the companies or firms submitting a bid in response to this Invitation to Bid.
4. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
5. **Central Purchasing Office:** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
6. **Chief Procurement Officer:** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
7. **City:** means the City of Santa Fe.
8. **Close of Business:** means 5:00 p.m. Mountain Time.
9. **Contractor:** means the successful Bidder who enters into a binding contract/agreement.
10. **Contract/Agreement:** means the Agency's Services Agreement for the procurement of items of tangible personal property, services or construction, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms.
11. **Desirable:** means the terms "can," "may," and "should" indicate a discretionary item or factor.
12. **Determination:** means the written documentation of the Chief Procurement Officer's decision, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section 13-1-52 NMSA 1978).
13. **Invitation to Bid:** or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (Section 13-1-102 NMSA 1978).
14. **Joint Powers Board (JPB):** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
15. **Landfill:** means the Caja del Rio Landfill.
16. **Mandatory:** means the terms "must," "shall," "will," "is required," and "are required" indicate a mandatory item or factor that will result in the rejection of the Bidder's bid.
17. **Multi-Term Contract:** means a contract having a term longer than one year (Section 13-1-68 NMSA 1978).
18. **Procurement Manager:** means the person or designee authorized by the Agency to manage or administer a procurement of a bid.

19. **Purchase Order:** means a fully executed purchase document issued by the City of Santa Fe that specifies the items and services to be provided by the Contractor.
20. **Responsible Bidder:** means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the Bidder's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the invitation to bid (§13-1-82 NMSA 1978).
21. **Responsive Bid:** means an offer that conforms materially to the requirements in the invitation to bid. Material respects of the invitation to bid include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-84 NMSA 1978).
22. **Services:** means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but do not include construction or the services of employees of the Agency (Section 13-1-87 NMSA 1978).
23. **Staff:** means any individual who is a full-time, part-time, or independently contracted employee with the Bidders' company.
24. **Written:** means typewritten on standard 8½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.



149 Wildlife Way * Santa Fe, NM 87506 * (505) 424-1850
www.sfswma.org

ADDENDUM No. 1
to
ITB No. 24013

Date: March 1, 2024
To: All Interested Offerors
From: Danita S. Boettner, P.E., Procurement Manager 
Re: ITB No. 24013 – Low-Profile, Tri-Axle Truck Scale and Associated Appurtenances

The following clarifications and/or revisions to Invitation for Bid (ITB) No. 24013 are hereby made a part of the ITB documents for the above referenced bid as fully and as completely as though the same were included therein.

Note: This Addendum provides clarification to questions received. The date and time that bids are due has not changed.

Question/Clarifications:

1. **Clarification:** A number of comments were received on the specifications in the scope of work.

Response: The Scope of Work on pages 16 through 19 and the Bid Sheet on page 20 have been replaced with the attached Scope of Work and Bid Sheet.

This Addendum must be signed and returned with your bid. Failure to do so may cause your bid to be considered non-responsive.

Receipt of Addendum No. 1 to ITB No. 24013 is hereby acknowledged

Authorized Signature

Date

Company Name

SCOPE OF WORK

1. Purpose

Establish a Service Agreement for the purchase and installation of a low-profile, tri-axle truck scale and associated appurtenances at the Buckman Road Recycling and Transfer Station (BuRRT). BuRRT accepts municipal solid waste from small vehicles and trailers that are not self-dumping. BuRRT also accepts recyclable materials such as conventional recyclables, green waste, white goods, scrap metals, scrap tires, electronic waste, and household hazardous waste. Municipal solid waste is pushed into a trailer through a hopper and packed prior to transporting material to the Caja del Rio Landfill for disposal. The low-profile tri-axle truck scale and associated appurtenances will assist operations in properly loading trailers to meet New Mexico Department of Transportation (NMDOT) weight restrictions and improve operational efficiency at BuRRT.

2. General Provisions

- 2.1 Furnish and install a MyScale MS TL6010 Low-Profile, Tri-Axle Vehicle Scale or equal.
- 2.2 Furnish and install three (3) METTLER TOLEDO IND 360 Digital Weight Indicators or equal.
- 2.3 Furnish and install three (3) wall mount enclosures.
- 2.4 Furnish and install Matko Exterior 4-Line LED Display or equal.
- 2.5 All work shall be completed during regular operating hours of BuRRT, which are Monday – Sunday, 7:00 a.m. to 5:30 p.m. Mountain Time.
- 2.6 Work shall include wiring, testing and calibration of the furnished scales according to the New Mexico Department of Agriculture Rules and Regulations 21.16.2 NMAC - Specifications, Tolerances, And Other Technical Requirements for Weighing and Measuring Devices.
- 2.7 Bidders must offer a project schedule with their quotes.
- 2.8 The work area shall be maintained in a neat and satisfactory manner. All construction debris shall be removed from the work areas and disposed of properly at BuRRT.
- 2.9 Comply with all local, state, and federal laws governing safety, health, and sanitation.

3. Scale Specifications

- 3.1 Furnish and install one 60-foot by 10-foot low-profile tri-axle scale truck scale associated electronic controls installation within an existing tunnel used to load out municipal solid waste at BuRRT. Scale shall be configured as a three (3) axle scale with a 10-foot steer scale, 20-foot drive scale, and 30-foot trailer tandem scale.
- 3.2 The scale deck and ramps on each end shall be made of steel, diamond tread plate with powder coated finish. Yellow safety side rails shall also be provided.
- 3.3 Maximum scale deck height shall be approximately 6 inches. Contractor is responsible for ensuring the installed scale will allow for clearance between the top of the trailer and pit walls through the ceiling of the tunnel.

- 3.4 Secure the tri-axle scale with concrete anchors into position.
- 3.5 The scale shall be fully electronic and incorporate no mechanical weighing elements, check rods, and check stays.
- 3.6 The scale's weighing-related electronics shall consist solely of load cells, load cell cables, and a digital weight display.
- 3.7 Each scale of the tri-axle scale shall have a concentrated load capacity of 60,000 pounds, or greater.
- 3.8 The tri-axle scale shall accept an average daily traffic volume of up to 10 vehicles per day, 365 days per year, for 20 years, assuming that 100% of the vehicles are loaded with the equivalent of 60,000 pounds on their dual tandem axle. Each scale of the tri-axle scale shall be able to tolerate the impact of material loading from top of the trailer.
- 3.9 The scale shall be calibrated to a minimum of 120,000 pounds by 20-pound increments and not exceed 200,000 pounds. System configurations with increments greater than 20-pound increments will not be accepted.

4. Load Cell Specifications

- 4.1 Each load cell shall have a minimum capacity of 30,000 pounds.
- 4.2 The load cell manufacturer shall provide a Certificate of Conformance.
- 4.3 Load cells shall have digital or analog output with an integral microprocessor.
- 4.4 The load cell shall not require check rods, flexures, or chain links for stabilization, as these items are sources of ongoing maintenance requirements.
- 4.5 The load cell may include a junction box to communicate between the load cell and scale instrument. Use single line cable wherever possible and keep any necessary junction boxes accessible.
- 4.6 The load cell and load cell mounting hardware shall be constructed of zinc plated load cells/hardware.
- 4.7 The load cell shall contain integral Transient Voltage Surge Suppressors (TVSS) for all input and communication lines. Each TVSS shall have self-resetting thermal breakers to protect the load cell components from voltage and current surges.

5. Weight Indicator Specifications

- 5.1 Three (3) weight indicators shall be a METTLER TOLEDO IND360 terminal or equal with three (3) analog or digital scale indicators, ethernet connectivity, and have the ability to sum all three indicators to provide a total gross weight to be sent to a Matko exterior 4-Line LED display or equal.
- 5.2 The display indicators shall be wall mounted inside enclosures that are NEMA 4 or greater. The area where the indicators will be mounted is dusty and damp within a tunnel under the transfer station.

- 5.3 A Matko exterior 4-line LED display or equal shall be mounted within the transfer station to be able to be seen when loading trailers from above. Character height shall be a minimum of 4-inches high in a single exterior enclosure with bright red LED numbers. The display shall indicate the weight of the steer, drive and trailer axles, and total weight.

6. Junction Boxes and Cables Specifications

- 6.1 Junction boxes shall be permitted in the scale, attached to the exterior of the scale, or remotely mounted from the scale. Sectional controllers shall have wired connections made within enclosures that are hermetically sealed.

- 6.2 Load cell cables and scale instrument cables shall be stainless steel sheathed for environmental and rodent protection.

7. Associated Appurtenances

- 7.1 Bidder shall include all required assemblies to make a functioning scale (e.g., additional cables, associated appurtenances). Power is available to the Bidder for installations inside the tunnel area and in the transfer station above.

8. Warranty Requirements

- 8.1 The scale and load cell manufacturer shall warrant the scale assembly, including scale instruments and associated cables from failures due to defects in manufacturing and workmanship.

- 8.2 The guarantee shall warrant, at a minimum, the weighbridge for five (5) years or from the date of shipment to the Agency, whichever occurs first. Bidder shall promptly correct any such defect appearing within the warranty period.

9. Manuals and Training

- 9.1 Bidder shall provide a complete set of maintenance, parts, and operational manuals.

- 9.2 Bidder shall provide training to the staff in the operation and routine maintenance of the truck scale and digital components. The Bidder shall remain available for consultation to the Agency staff, should they require assistance with maintenance or repair.

BID SHEET

ITB No. 24013

Santa Fe Solid Waste Management Agency

Low Profile, Tri-Axle Truck Scale and Associated Appurtenances

ITEM	DESCRIPTION	PRICE
1	<p>One (1) MyScale MS TL6010 Low-Profile, Tri-Axle Vehicle Scale or equal - three (3) axle scale with a 10-foot steer scale, 20-foot drive scale, and 30-foot trailer tandem scale. (Section 3, Scope of Work)</p> <p>Load Cells – Quantity based upon manufacturers recommendation, minimum capacity of 30,000 pounds per load cell (minimum of 12 load cells) (Section 4, Scope of Work)</p> <p>Associated Appurtenances – Miscellaneous cables, etc. to make the scale a fully functioning scale (Section 7, Scope of Work)</p> <p>Warranty – At a minimum, five (5) year weighbridge warranty. (Section 8, Scope of Work)</p>	\$
2	<p>Three (3) Mettler Toledo Model IND 360 Digital Weight Indicator or equal – (Section 5, Scope of Work)</p>	\$
3	<p>One (1) Matko Exterior 4 Line LED Display or equal and three (3) wall mount enclosures for digital weight indicators. (Section 5, Scope of Work)</p>	\$
4	<p>Labor – Mobilization, complete installation to allow for fully functioning scale, include wiring, testing and calibration of the furnished scales.</p>	\$
5	<p>Freight – F.O.B Point 2600 Buckman Road, Santa Fe, NM</p>	\$
Total		\$
Bid Written in Words.		

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: March 18, 2024
Subject: Request for Approval to Repair Unit 1309 (Caterpillar D8R Waste Handler Track-Type Dozer) by Wagner Equipment Company of Albuquerque, NM, under ITB No. 20/27/B in the Amount of \$96,033.39

SUMMARY

The engine of Unit 1309 (Caterpillar D8R waste handler track-type dozer) needs replacement. The repairs are necessary to continue using the dozer for several years as a backup unit for landfill operations until budgets support replacing the unit with a new machine.

On March 11, 2024, Wagner Equipment Company (Wagner) provided a \$96,033.39 quote under ITB No. 20/27/B for parts and labor to install a remanufactured engine on Unit 1309. The estimated time to complete the repairs is 10 to 11 weeks. Wagner provides a one-year warranty with unlimited hours for the remanufactured engine.

Wagner has records of the unit's equipment repair, service and warranty history. They provide Original Equipment Manufacturer (OEM) parts and diagnostic/repair services for Caterpillar equipment.

Funding is available in 810.100700 (Operating Fund Cash Balance).

BACKGROUND

On November 6, 1996, the Board approved Bid No. '97/20/A to purchase a Caterpillar D8R waste handler track-type dozer (Unit 1309) from Wagner (formerly Rust Tractor Company) of Albuquerque, NM, for \$358,875.

On October 18, 2007, the Board approved a \$370,160, sole source procurement for a certified unit rebuild by Wagner. The rebuild restored the unit, including the undercarriage, to like-new condition, and provided a new serial number and hour meter.

On July 16, 2015, the Board approved a \$96,063.85 procurement under RFB No. '13/34/B for Wagner to replace the unit's undercarriage (tracks and rollers). The work included the removal, resealing, and installation of the track assemblies, roller frames, equalizer bar, roller frame pivot shafts, track adjusters, recoil springs, bogie cartridge pins, front and rear idler wheels, and sprocket segments.

On February 15, 2018, the Board approved a \$64,686.55 procurement under RFB No. '16/08/B for Wagner to recondition the unit's engine torque converter and radiator. The work included disassembling the components, cleaning and inspecting all of the parts, replacing parts that did not meet Caterpillar's guidelines for reusability, and reassembling the components.

On February 20, 2020, the Board approved a \$68,844.07 procurement under RFB No. '18/17/B for Wagner to replace worn undercarriage components. The work included removing, resealing and installing track assemblies, link assemblies, track rollers (front only), idlers (front only), guiding guards, sprocket segments, and associated hardware.

On June 18, 2020, the Board approved the award of ITB No. 20/27/B, which provided price agreements for off-road heavy equipment repairs (parts and labor) from various vendors, of which Wagner is included.

On February 18, 2021, the Board approved a \$134,945.74 procurement under ITB No. 20/27/B for Wagner to recondition the unit's transmission, differentials, hydraulics, and associated components.

On August 17, 2023, the Board approved a \$79,517.83 procurement under ITB No. 20/27/B for Wagner to replace the unit's undercarriage (tracks and rollers). The work included track shoes, rollers, idler, sprockets, and link assemblies.

For cost comparison, on March 1, 2024, Wagner Equipment provided a quote off of a Sourcewell contract for a new Caterpillar D8T dozer for \$1,108,600.

To date, Unit 1309 has approximately 25,108 machine hours and is on its second life. The unit's average annual usage for the last three years is 1,145 machine hours.

The Agency has three dozers (Units 1309, 1367, 1373) for landfill operations to:

- spread trash evenly across the working face for maximum waste compaction
- push dirt to cover the waste
- deploy/remove tarps (alternative daily cover) at the working face
- assist the scrapers during cell excavation and soil stockpiling
- bulk earthmoving, cut or fill grading, and finished grading

ACTION REQUESTED

The Agency requests approval to procure Wagner Equipment Company to install a remanufactured engine on Unit 1309 under ITB No. 20/27/B for \$96,033.39.

The Agency also requests approval of a budget increase to 8100851.520400 (Repair & Maintenance of Equipment and Machinery) from 810.100700 (Operating Fund Cash Balance) in the amount of \$96,033.39.

Attachments:

- 1) Budget Adjustment Request (BAR)
- 2) Wagner Quote for Unit 1309, dated March 11, 2024

ATTACHMENT 1
Budget Adjustment Request

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					3/14/2024	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
REP & MAINT MACHINE & EQUIPMENT	8100851	520400		96,034		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 96,034	\$ -	

Repair Unit 1309 (Caterpillar D8R Dozer)

Wagner Equipment Company of Albuquerque, NM, under ITB No. 20/27/B

Cash is available in 810.100700

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
810	(96,034)
TOTAL:	(96,034)

Thomasina Chavez	3/14/2024	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	Budget Officer
Division Director Signature <i>{optional}</i>	Date		N/A
Department Director Signature	Date		Finance Director <i>{≤ \$5,000}</i>
		Agenda Item #:	N/A
			City Manager <i>{≤ \$60,000}</i>

ATTACHMENT 2
Wagner Quote for Unit 1309
March 11, 2024

SANTA FE SOLID WASTE MGT CST
CONSTRUCTION ACCT 149 WILDLIFE WAY
SANTA FE NM

CUSTOMER NO.	ESTIMATE NO.	DATE	CONTACT
77956	44387	3/11/2024	
PHONE NO.	FAX NO.	EMAIL	
MODEL	MAKE	SERIAL NO.	
D8R	CATERPILLAR	07XM75008	
UNIT NO.	HOURS	WO NO.	P.O. NO.
1309	24746	AK53268	

SEGMENT: AA TRAVEL TO/FROM MACHINE (056 7000)
 NOTES:TRAVEL LABOR AS PER ITB NO. 20/27/B

Parts	Total Flat Rate Parts:	0.00
Labor	Total Flat Rate Labor:	248.00
Segment AA Total:		248.00

SEGMENT: 03 CLEAN MACHINE (070 7000)
 NOTES:**REPAIR SPECIFICATIONS INCLUDES**
 -CLEAN MACHINE INCLUDES:
 -STEAM CLEAN COMPLETE MACHINE
 -CLEAN BEFORE SERVICE WORK IS PERFORMED BY SHOPS
 AVAILABLE AS NEEDED AT ADDITIONAL COST
 -REMOVE & INSTALL CRANKCASE GUARDS
 -REMOVE & INSTALL OF ATTACHMENTS, ETC
 \$159.00 PER HR. AS PER ITB NO. '20/27/B

Parts	Total Time and Material Parts:	0.00
Labor	Total Flat Rate Labor:	1,808.00
Misc	Total Flat Rate Misc:	25.00
Segment 03 Total:		1,833.00

SEGMENT: 10 REMOVE & INSTALL ENGINE (010 1000)
 NOTES:\$159.00 PER HR. AS PER ITB NO. '20/27/B

Parts	Total Flat Rate Parts:	2,515.77
Labor	Total Flat Rate Labor:	18,080.00
Misc	Total Flat Rate Misc:	90.00
Segment 10 Total:		20,685.77

SEGMENT: 11

RECONDITION ENGINE MAJOR (020 1000 MJ)
 NOTES:***SEE WAGNER EQUIPMENT CO. PRO-RATED MAJOR
 RECONDITIONED POWERTRAIN COMPONENT WARRANTY
 FOR COVERAGE DETAILS***

REPAIR SPECIFICATION INCLUDES

-DISASSEMBLE THE ENGINE AND ALL COMPONENTS THAT
 ARE PART OF THE STANDARD ENGINE CONFIGURATION

-CLEAN ENGINE

-RECONDITION COMPONENTS:

-CYLINDER HEAD(S) -GOVERNOR

-LINER PACKS -FUEL INJECTION PUMP

-OIL PUMP -OIL COOLER

-WATER PUMP

-REPLACE REGULATOR/THERMOSTAT

-REPLACE HOSES

-REPLACE BEARINGS, GASKETS AND SEALS

(AS NECESSARY) TO COMPLETE ABOVE REPAIRS

-INSTALL CATERPILLAR OIL AND OIL FILTERS

-INSTALL CATERPILLAR FUEL FILTERS

-DYNO TEST ENGINE

-PAINT ENGINE

AVAILABLE AS NEEDED AT ADDITIONAL COST

-PARTS NOT INCLUDED IN THIS REPAIR SPECIFICATION

-OTHER PARTS NOT CONSIDERED TO BE NORMAL WEAR
 ITEMS

-REMOVE & INSTALL ENGINE

-AIR CONDITIONER REPAIRS/EVACUALTE/CHARGE SYSTEM

-HYDRAULIC PUMP REPAIRS

-ELECTRICAL REPAIRS

-ELECTRONIC ENGINE CONTROLS

-RADIATOR OR AFTER COOLER REPAIRS

-SALVAGE OR REPLACE PULLEYS (MAJOR), CASTINGS,

COVERS AND HOUSINGS, TO INCLUDE CRANKSHAFT

CAMSHAFT AND CYLINDER BLOCK

-CHARGES FOR UNACCEPTABLE CORES

-PRODUCT IMPROVEMENT UPDATES

-HYDRAULIC SYSTEM REPAIRS OR COMPONENT

REPLACEMENT

-TRANSPORTATION OF MACHINE OR COMPONENTS

CATERPILLAR INC. PARTS REUSABILITY SPECIFICATIONS
 WILL BE USED WHEREVER APPLICABLE. IF, DURING THE
 REPAIR, IT IS DETERMINED THAT ADDITIONAL WORK IS
 REQUIRED, YOU WILL BE CONTACTED TO CONSIDER OTHER
 REPAIR ALTERNATIVES.

THIS IS TO REONDITION ENGINE WITH LONG BLOCK,
 LONG BLOCK WILL BE AVAILABLE IN MORTON IN 7 TO 8
 WEEKS.

\$159.00 PER HR. AS PER ITB NO. '20/27/B

Parts

Part Number	Description	Qty	Unit Price	Adjustment%	Ext Price
0067403	RETAINER	4.00	3.19		12.76
0310219	BOLT	11.00	1.66		18.26
0617540	SEAL O R	1.00	16.01		16.01
0L1022	PLUG	4.00	4.26		17.04
0R5549	CORE GP-OIL	1.00	2,398.11		2,398.11
0R5549	CORE	1.00	979.52		0.00
0R9899	TURBO GP	1.00	3,521.08		3,521.08
0R9899	CORE	1.00	1,656.99		0.00
0R9943	NOZZLE AS.	6.00	146.19		877.14
0R9943	CORE	6.00	119.59		0.00
0S0175	PIN	1.00	7.14		7.14
1007399	PLUG	2.00	19.67		39.34
1061792	STUD TAPER	11.00	18.37		202.07
1070616	SWITCH AS	1.00	124.35		124.35
10R0482	PUMP GP WTR	1.00	846.10		846.10
10R0482	CORE	1.00	692.29		0.00
1182018	V BELT SET	1.00	155.41		155.41
1185618	HOSE AS	1.00	69.16		69.16
1245657	SPRING	1.00	16.93		16.93
1313719	SEAL-O-RING	6.00	13.37		80.22
1317123	BEARING	1.00	50.86		50.86
1321405	GASKET KIT	1.00	125.90		125.90
1338890	RACE	2.00	8.66		17.32
136-7227	SEAL O RING	1.00	9.52		9.52
1375541	PUMP AS	1.00	162.60		162.60
1389507	SEAL	1.00	21.27		21.27
1440477	GASKET	1.00	2.15		2.15
1440478	GASKET	1.00	2.07		2.07
1440479	GASKET	1.00	1.97		1.97
1440480	GASKET	1.00	7.12		7.12
1440481	GASKET	1.00	8.81		8.81
1440482	GASKET	1.00	9.05		9.05
1656170	PLUG	3.00	13.23		39.69
1909861	GASKET KIT	1.00	163.62		163.62
1948124	SLEEVE AS	6.00	31.73		190.38
196-1804	SEAL-O-RING	1.00	1.70		1.70
1H5166	CLIP	1.00	7.17		7.17
1J9671	SEAL O RING	1.00	1.81		1.81
1N3802	SEAT	1.00	4.52		4.52
1P0436	GASKET	1.00	2.45		2.45
1P0436	GASKET	1.00	2.45		2.45
1P4278	CLAMP	1.00	2.96		2.96
1P6452	INSULATOR	1.00	18.50		18.50
1R0716	FILTER A	2.00	25.27		50.54
1R0749	FILTER AS FU	1.00	21.13		21.13
1S0994	CLIP	2.00	8.41		16.82

1S1953	BEARING	1.00	18.59	18.59
1S5440	DOWEL	4.00	6.47	25.88
1W3285	BEARING	1.00	19.97	19.97
1W4243	SPRING	1.00	9.31	9.31
1W4738	BEARING	2.00	91.18	182.36
1W5339	SHAFT A	1.00	238.24	238.24
2033220	SWITCH AS-TE	1.00	113.24	113.24
2033222	SWITCH AS-TE	1.00	68.37	68.37
214-7567	SEAL-O-RING	1.00	7.00	7.00
2147566	SEAL-O-RING	1.00	6.73	6.73
2147566	SEAL-O-RING	1.00	6.73	6.73
2147566	SEAL-O-RING	4.00	6.73	26.92
2147568	SEAL-O RING	1.00	7.21	7.21
2147568	SEAL-O RING	1.00	7.21	7.21
2147568	SEAL-O RING	6.00	7.21	43.26
2341874	KIT-GASKET-F	1.00	336.78	336.78
238-5078	SEAL-O-RING	1.00	6.04	6.04
2485513	REGULATOR-TE	1.00	65.28	65.28
250-0466	SEAL-O-RING	2.00	13.51	27.02
2D6392	SEAL O RING	1.00	1.41	1.41
2N0828	WASHER	2.00	14.92	29.84
2N2765	BOLT	2.00	16.97	33.94
2N2765	BOLT	4.00	16.97	67.88
2N2766	LOCK NUT	2.00	10.37	20.74
2N2766	LOCK NUT	4.00	10.37	41.48
2N2766	LOCK NUT	12.00	10.37	124.44
2N3350	SEAL-O-RING	1.00	14.42	14.42
2N7228	WASHER	8.00	0.62	4.96
2N7229	SPRING	4.00	21.02	84.08
2N8109	CLAMP	1.00	28.51	28.51
2P4304	STUD	1.00	56.98	56.98
2S6151	GASKET	1.00	3.00	3.00
2S9506	VEE BELT	1.00	35.74	35.74
2W2216	SPRING	1.00	20.53	20.53
2W7400	SPRING	1.00	11.35	11.35
2W9315	WASHER	2.00	1.63	3.26
3056843	SPRING-GUIDE	12.00	14.94	179.28
317-0808	SEAL-O-RING	1.00	7.07	7.07
3261642	FILTER AS	1.00	32.57	32.57
3434836	MOUNT AS	1.00	436.80	436.80
3435527	BOWL AS FUEL	1.00	40.71	40.71
3929208	PLUNGER-RELI	1.00	30.57	30.57
3929208	PLUNGER-RELI	1.00	30.57	30.57
3B4617	COTTER PIN	1.00	0.23	0.23
3B8485	FITTING	1.00	3.58	3.58
3B8489	FITTING	1.00	3.30	3.30
3D2824	SEAL O RING	1.00	2.96	2.96
3D2898	SEAL O RING	1.00	3.92	3.92
3E2030	SWITCH GP	1.00	220.34	220.34
3J1907	SEAL	5.00	1.92	9.60

3J7354	SEAL O RING	2.00	1.70	3.40
3K0360	SEAL O RING	2.00	2.16	4.32
3K5733	SPRING	1.00	10.65	10.65
3P0009	INSULATOR	1.00	17.13	17.13
3S8022	BEARING	1.00	13.49	13.49
3S8664	CLIP	3.00	10.27	30.81
3S9643	SEAL	1.00	19.46	19.46
3T3045	CLIP A	2.00	11.82	23.64
3T3048	CLIP A	2.00	6.21	12.42
3T5825	SWITCH	1.00	68.37	68.37
4245339	KIT GASKET	1.00	314.76	314.76
425-3545	KIT GASKET	1.00	113.85	113.85
4255623	KIT GASKET	1.00	514.88	514.88
4D6565	WIRE A	1.00	29.14	29.14
4D7733	CLIP	2.00	13.75	27.50
4D7794	CLIP	2.00	6.75	13.50
4J-5477	SEAL O RING	1.00	1.84	1.84
4J8997	SEAL O RING	1.00	3.33	3.33
4M8303	SEAL O RING	1.00	2.38	2.38
4N0260	SEAL	1.00	9.78	9.78
4N0432	BEARING	1.00	19.23	19.23
4N0955	PIN	2.00	6.55	13.10
4N5484	VALVE	1.00	17.51	17.51
4N6658	BEARING	1.00	52.21	52.21
4N8150	SPRING	1.00	14.53	14.53
4N8150	SPRING	1.00	14.53	14.53
4N8225	PULLEY	1.00	122.81	122.81
4P0902	HOSE A	1.00	51.09	51.09
4P8134	CLIP	2.00	7.59	15.18
4S5367	BUSHING A	1.00	70.98	70.98
4S6137	STUD	1.00	18.50	18.50
4W2754	SEAL	2.00	24.53	49.06
5D9844	BOLT	1.00	2.16	2.16
5F0149	RING	1.00	9.18	9.18
5F9144	SEAL	1.00	1.54	1.54
5H2532	KEY	1.00	1.08	1.08
5L8854	RING	2.00	12.66	25.32
5M2894	WASHER	12.00	0.67	8.04
5M9735	SEAL	1.00	12.15	12.15
5P5846	SEAL O RING	1.00	21.55	21.55
5P5991	M HOSE STK	1.00	15.13	15.13
5P6314	SLEEVE	1.00	2.58	2.58
5P6620	SEAL O RING	1.00	3.25	3.25
5P7813	SEAL	2.00	6.01	12.02
5P8210	SEAL-O-RING	1.00	13.97	13.97
5P8215	SEAL-O-RING	1.00	3.39	3.39
5P9297	CLIP	1.00	8.97	8.97
5P9297	CLIP	1.00	8.97	8.97
5P9297	CLIP	2.00	8.97	17.94
5P9757	SEAL	1.00	7.86	7.86

609-8871	GASKET KT SC	1.00	637.77	637.77
6B1124	BEARING	2.00	29.03	58.06
6D2928	BOLT	1.00	0.49	0.49
6F6672	SEAL	1.00	2.26	2.26
6G9333	CAP	1.00	14.29	14.29
6H9691	RING	1.00	1.29	1.29
6I1564	DIAPHRAGM	1.00	7.18	7.18
6J2419	SEAL O RING	1.00	3.25	3.25
6N3504	SEAT	1.00	38.54	38.54
6N4655	DASHPOT A	1.00	175.56	175.56
6N5926	SENDER-TEMP	1.00	60.79	60.79
6N7672	ATOMIZER A	1.00	70.80	70.80
6T4949	SWITCH A	1.00	124.35	124.35
6V0852	CAP	1.00	7.57	7.57
6V2686	CLIP	2.00	6.50	13.00
6V3319	SEAL O RING	1.00	32.90	32.90
6V3965	NIPPLE A	1.00	29.67	29.67
6Y2065	MOUNT AS	2.00	359.24	718.48
7C9001	V-BELT	1.00	42.28	42.28
7E2464	VALVE AS	3.00	8.62	25.86
7E5346	VALVE G	1.00	5.29	5.29
7E6002	BEARING	1.00	20.18	20.18
7E6003	BEARING	1.00	18.29	18.29
7E6004	BEARING	1.00	26.71	26.71
7K1181	TIE	67.00	0.71	47.57
7L3326	BEARING	1.00	13.97	13.97
7M7219	BEARING	1.00	5.78	5.78
7N5959	SPRING	1.00	81.19	81.19
7U6358	SHIM	1.00	16.80	16.80
7W-0878	HOSE A	1.00	64.98	64.98
7W0134	SPRING	1.00	28.24	28.24
7W2826	SPRING	1.00	17.80	17.80
7W4272	NUT SELF SEL	1.00	11.14	11.14
7W8405	CONTACT	1.00	15.05	15.05
8B8255	SEAL	1.00	15.01	15.01
8C-3793	BOLT	1.00	1.84	1.84
8C3445	CAP DUST	1.00	7.57	7.57
8C3446	VALVE	1.00	29.56	29.56
8C8564	SCREW	4.00	2.04	8.16
8E0599	HARNESS A	1.00	381.31	381.31
8E5237	RACE	2.00	12.31	24.62
8F8151	COCK	2.00	22.51	45.02
8H9204	WASHER	7.00	3.49	24.43
8J4351	SEAL-O-RING	2.00	17.99	35.98
8M2773	CLIP	3.00	11.94	35.82
8M8515	SEAL O RING	1.00	5.89	5.89
8M9315	BEARING	2.00	56.75	113.50
8M9315	BEARING	2.00	56.75	113.50
8N2505	VALVE	1.00	93.16	93.16
8N3094	SPRING	1.00	33.84	33.84

8N3761	GASKET	1.00	2.00	2.00
8N3776	GASKET	1.00	3.51	3.51
8N3844	SENDER	1.00	60.79	60.79
8N5763	SEAL	1.00	16.35	16.35
8N5765	SPRING	1.00	7.47	7.47
8N6680	SCREEN A	1.00	11.63	11.63
8N7518	SPRING	1.00	8.36	8.36
8N9594	SPRING	1.00	12.66	12.66
8S2388	HOSE A	1.00	33.63	33.63
8T6757	PLUG	3.00	2.93	8.79
8T6763	PLUG	3.00	9.91	29.73
9F4337	WIRE A	1.00	24.12	24.12
9G0682	HOSE A	1.00	55.92	55.92
9L5158	HOSE A	1.00	49.22	49.22
9L9814	NUT	6.00	0.88	5.28
9N1545	RACE	2.00	22.76	45.52
9N1754	SPRING	1.00	8.29	8.29
9N3666	VALVE A	2.00	23.94	47.88
9W3620	CONE	2.00	51.91	103.82
9W3621	CUP	2.00	35.47	70.94
9X7715	SEAL LOBED	1.00	31.15	31.15
9Y0028	HOSE A	1.00	58.74	58.74
SOS-CLN	REPAIR FOLLO	2.00	18.75	37.50
59830	BLCK RTV SILICONE	1.00	17.59	17.59
COMP-TAG	COMPONENTTAG	1.00	5.41	5.41
VP21-425	EPOXY CUP 4GRAM	1.00	4.50	4.50

	Total Flat Rate Parts:	18,179.57
Labor	Total Flat Rate Labor:	14,350.00
Misc	Total Flat Rate Misc:	695.00
	Segment 11 Total:	33,224.57

SEGMENT: 12 ADD PARTS ENGINE (160 1000)
 NOTES:NO CORE CREDIT ON SHORT BLOCK, POSSIBLY NO CORE
 CREDIT ON CYLINDER HEAD. WILL NEED TO DISASSEMBLE
 TO IDENTIFY ADDITIONAL ADD PARTS.
 ESTIMATE CHANGED DUE TO CLERICAL ERROR THAT DID
 NOT INCLUDE THE LONG BLOCK PRICE ONLY THE CORE
 CHARGE.

Parts					
Part Number	Description	Qty	Unit Price	Adjustment%	Ext Price
20R4277	BLOCK G LONG	1.00	25,948.47		25,948.47
20R4277	CORE	1.00	9,047.16		0.00

		Total Flat Rate Parts:	35,818.94
Misc		Total Flat Rate Misc:	750.00
			<hr/>
			Segment 12 Total: 36,568.94
<hr/>			
SEGMENT: 1A	APPLY MISCELLANEOUS (617 7950) NOTES:THIS SEGMENT IS FOR TAX		
Parts		Total Flat Rate Parts:	0.00
Misc		Total Flat Rate Misc:	2,087.11
			<hr/>
			Segment 1A Total: 2,087.11
<hr/>			
SEGMENT: 1B	REMOVE AXLE ARRANGEMENT (011 3013) NOTES:REMOVE AXLES FROM TRACTOR SO THAT IT CAN BE LOADED ONTO TRAILER. LABOR AS PER ITB NO. '20/27/B		
Parts		Total Flat Rate Parts:	0.00
Labor		Total Flat Rate Labor:	396.00
			<hr/>
			Segment 1B Total: 396.00
<hr/>			
SEGMENT: 1C	RAISE RIPPER (506 6310) NOTES:RAISE AND SECURE RIPPER SO THAT MACHINE CAN SAFELY BE LOADED AND TRANSPORTED TO SHOP. LABOR AS PER ITB NO. '20/27/B		
Parts		Total Flat Rate Parts:	0.00
Labor		Total Flat Rate Labor:	990.00
			<hr/>
			Segment 1C Total: 990.00
			<hr/>
			Total Segments: 96,033.39
SUB TOTAL (BEFORE TAXES)			<hr/> 96,033.39 <hr/>

PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Jorge Garcia Phone: 5055263631 Email: garcia_jorge@wagnerequipment.com Fax:

Terms and Conditions

For Estimates:

This is a preliminary estimate based on information available at time of estimate. A firm quote will be provided after the machine is disassembled and inspected. Pricing is subject to change based on manufacturer changes to cost and availability. Taxes are not included.

For Quotes:

Wagner Equipment Company guarantees the final invoice for this repair will match the quote for the scope of work detailed above. Taxes are not included.

For Core Charges/Exchanges:

All prices include core exchange. Any cores not received by Wagner Equipment Company will be added to your invoice at full core price. Damaged cores may incur a partial or full core charge. Taxes are not included.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: March 18, 2024
Subject: Request for Approval of Amendment No. 4 to the Services Agreement with Pro-Motion Transportation, LLC of Espanola, NM, for Glass Hauling Services for the Buckman Road Recycling and Transfer Station (ITB 22/28/B)

SUMMARY

The Agency is requesting the Board approve Amendment No. 4 (Amendment) to the Services Agreement (Agreement) with Pro-Motion Transportation, LLC of Espanola, NM. The Amendment provides Pro-Motion Transportation a \$50 per load increase to cover increased costs for operations, insurances, tires, and wages. The Amendment will continue glass hauling services to Glass to Glass Denver in Broomfield, CO at \$1,800 per load.

The Amendment will extend the term of the Agreement through March 17, 2025 for the Agreement's third year. Per Article 5, the Agreement can be renewed annually upon approval by the Board, not to exceed ten years.

The Amendment will increase the compensation by \$68,250 for a total amount not to exceed \$361,400. Funding is available in 8100852.510310 (Service Contracts).

The Amendment also removes the alternate buyer, Strategic Materials in Phoenix, AZ from the Agreement.

BACKGROUND

On January 28, 2022, the Agency issued ITB (Invitation to Bid) No. 22/28/B for glass hauling services at BuRRT. On March 17, 2022, the Board approved the Services Agreement with Pro-Motion Transportation in the amount of \$135,700. The Agreement provided glass hauling services to Glass to Glass Denver at \$1,400 per load and to alternate buyer Strategic Materials at \$1,900 per load.

On April 21, 2022, the Board approved Amendment No. 1 to the Agreement to increase compensation by \$10,750 for a total amount not to exceed \$146,450. The Amendment provided Pro-Motion Transportation a \$125 per load fuel surcharge due to increased fuel prices. The Amendment provided glass hauling services to Glass to Glass Denver at \$1,600 per load and Strategic Materials at \$2,025 per load.

On August 18, 2022, the Board approved Amendment No. 2 to the Agreement, which increased compensation by \$10,200 for a total amount not to exceed \$156,650. The Amendment provided Pro-Motion Transportation a \$150 per load increase due to increased costs for operations,

insurances, tires, and wages. The Amendment provided glass hauling services to Glass to Glass Denver at \$1,750 per load and Strategic Materials at \$2,175 per load.

On March 16, 2023, the Board approved Amendment No. 3 to the Agreement to increase compensation by \$136,500 for a total amount not to exceed \$293,150. The Amendment continued glass hauling services to Glass to Glass Denver \$1,750 per load and Strategic Materials at \$2,175 per load.

In the past year, Pro-Motion Transportation hauled 63 loads of glass to Glass to Glass Denver for a total of 1,420 tons. The average load weight was 22.5 tons.

The one-way driving distance from BuRRT to Glass to Glass Denver is approximately 420 miles.

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 4 to the Services Agreement with Pro-Motion Transportation. The Amendment continues glass hauling services from BuRRT to Glass to Glass Denver.

The Agency requests approval to extend the term of the Agreement through March 17, 2025.

The Agency also requests approval to increase the compensation of the Agreement by \$68,250 for a total amount not to exceed \$361,400.

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 Pro-Motion Transportation

M:\Memo\031824.2

ATTACHMENT 1

Services Agreement - Amendment No. 4

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
SERVICES AGREEMENT
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This AMENDMENT No. 4 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, LLC ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide glass hauling services at the Buckman Road Recycling and Transfer Station (ITB 22/28/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 Sixty-Eight Thousand Two Hundred Fifty Dollars and No Cents (\$68,250.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Three Hundred Sixty-One Thousand Four Hundred Dollars and No Cents (\$361,400.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
AMENDMENT NO. 2	\$10,200.00
AMENDMENT NO. 3	\$136,500.00
AMENDMENT NO. 4	\$68,250.00
CONTRACT TO DATE	\$361,400.00

1) The Agency shall pay Contractor a fee of \$1,800.00 per semi-trailer load, including all applicable taxes, for the transportation of glass delivered to Glass to Glass Denver in Broomfield, Colorado.

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 invoices describing the services completed. Compensation shall be paid only for services performed as set forth in the Scope of Services of this Agreement.

D. Detailed invoices containing any reimbursement expenses 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 March 17, 2025, unless terminated sooner by the Agency pursuant to the terms of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and

renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Chairperson

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Tomas Lovato
General Manager
Pro-Motion Transportation, LLC

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

Services Agreement – Amendment No. 3

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
SERVICES AGREEMENT
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This AMENDMENT No. 3 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, LLC ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide glass hauling services at the Buckman Road Recycling and Transfer Station (ITB 22/28/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 One Hundred Thirty-Six Thousand Five Hundred Dollars and No Cents (\$136,500.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Two Hundred Ninety-Three Thousand One Hundred Fifty Dollars and No Cents (\$293,150.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
AMENDMENT NO. 2	\$10,200.00
AMENDMENT NO. 3	\$136,500.00
CONTRACT TO DATE	\$293,150.00

1) The Agency shall pay Contractor a fee of \$1,750.00 per semi-trailer load, including all applicable taxes, for the transportation of glass delivered to Glass to Glass Denver in Broomfield, Colorado.

2) The Agency shall pay Contractor a fee of \$2,175.00 per semi-trailer load, including all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

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 invoices describing the services completed. Compensation shall be paid only for services performed as set forth in the Scope of Services of this Agreement.

D. Detailed invoices containing any reimbursement expenses 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 March 17, 2024, unless terminated sooner by the Agency pursuant to the terms of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

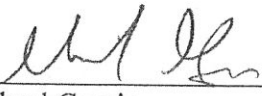
3. **AGREEMENT IN FULL FORCE**

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

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


SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Michael Garcia
Chairperson

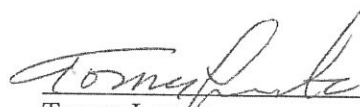
3/29/23
Date:





Kristine Bustos-Mihelcic
Santa Fe City Clerk

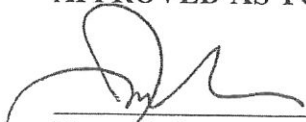
CONTRACTOR:



Tomas Lovato
General Manager
Pro-Motion Transportation, LLC

3-24-23
Date

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

3.27.23
Date:

ATTACHMENT 3

Services Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
SERVICES AGREEMENT
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This AMENDMENT No. 2 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, LLC ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide glass hauling services at the Buckman Road Recycling and Transfer Station (ITB No. '22/28/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 Ten Thousand Two Hundred Dollars and No Cents (\$10,200.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Fifty-Six Thousand Six Hundred Fifty Dollars and No Cents (\$156,650.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
AMENDMENT NO. 2	\$10,200.00
CONTRACT TO DATE	\$156,650.00

1) The Agency shall pay Contractor a fee of \$1,750.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Momentum Recycling in Broomfield, Colorado.

2) The Agency shall pay Contractor a fee of \$2,175.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

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 performed as set forth in the Scope of Services of this Agreement.

D. Detailed statements containing reimbursement expenses 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.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen 8/18/22
Anna Hansen Date:
Chairperson

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Tomas Lovato 8-23-22
Tomas Lovato Date
General Manager
Pro-Motion Transportation, LLC

APPROVED AS TO FORM:

Nancy R. Long 8-18-2022
Nancy R. Long Date:
Agency Attorney

ATTACHMENT 4

Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
 AMENDMENT No. 1
 SERVICES AGREEMENT
 PRO-MOTION TRANSPORTATION, LLC
 (Glass Hauling Services – 2022)**

This AMENDMENT No. 1 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, LLC ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide glass hauling services at the Buckman Road Recycling and Transfer Station (ITB No. '22/28/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 Ten Thousand Seven Hundred Fifty Dollars and No Cents (\$10,750.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Forty-Six Thousand Four Hundred Fifty Dollars and No Cents (\$146,450.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
CONTRACT TO DATE	\$146,450.00

1) The Agency shall pay Contractor a fee of \$1,600.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Momentum Recycling in Broomfield, Colorado.

2) The Agency shall pay Contractor a fee of \$2,025.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

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 performed as set forth in the Scope of Services of this Agreement.

D. Detailed statements containing reimbursement expenses 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen 4/21/22
Anna Hansen Date:
Chairperson

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Tomas Lovato 4/22/22
Tomas Lovato Date
General Manager
Pro-Motion Transportation, LLC

APPROVED AS TO FORM:

Nancy R. Long 4-22-2022
Nancy R. Long Date:
Agency Attorney

ATTACHMENT 5

Services Agreement with Pro-Motion Transportation

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Pro-Motion Transportation, LLC (“Contractor”) for glass hauling services (ITB No. '22/28/B) as described in Exhibit A 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 as Exhibit A.

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 One Hundred Thirty-Five Thousand Seven Hundred Dollars and No Cents (\$135,700.00), payable as follows:

- 1) The Agency shall pay Contractor a fee of \$1,475.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Momentum Recycling in Broomfield, Colorado.
- 2) The Agency shall pay Contractor a fee of \$1,900.00 per semi-trailer load,

inclusive of all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

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 performed as set forth in the Scope of Services of this Agreement.

D. Detailed statements containing reimbursement expenses shall be itemized.

4. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 17, 2023, unless terminated sooner by the Agency pursuant to the terms of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

5. TERMINATION

A. The Agency may terminate this Agreement upon 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, if any. The Agency shall pay Contractor for services rendered and expenses incurred to the date of termination, including for preparation of the final report, if requested by the Agency.

2) The Agency shall pay Contractor for services satisfactorily performed as set forth in the Scope of Services of this Agreement, through the date Contractor receives notice of such termination for which compensation has not already been paid.

6. 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's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

7. DEFAULT

The Agency reserves the right to terminate all or any part of this Agreement without cost to the Agency if Contractor defaults in the performance of this Agreement, and except as otherwise provided herein, to hold Contractor liable for any cost or damage incurred by the Agency due to Contractor's default.

8. FORCE MAJEURE

A. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Agreement if the delay or failure to perform is as a result of force majeure. Event of force majeure means:

- 1) Acts of God or a public enemy;
- 2) Acts or omissions of any government entity;
- 3) Fire, flood or other casualty for which a party is not responsible;
- 4) Pandemic, epidemic or quarantine restriction;
- 5) Unanticipated work stoppage or freight embargo;

- 6) Strike, lockout, labor dispute, or civil disturbance; and
- 7) Unusually severe weather conditions.

B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from or delaying that party in performing its obligations under this Agreement. The party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Agreement and to fulfill its obligations under the Agreement.

9. 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.

10. 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.

11. **CHANGE IN CONTRACTOR'S REPRESENTATIVE**

The Agency reserves the right to require a change in Contractor representative if the assigned representative fails to perform to the satisfaction of the Agency. Contractor will have fifteen (15) days from the Agency's written notice to remove and replace the representative with another representative acceptable to the Agency.

12. **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.

13. **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.

14. **OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

15. **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.

16. **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 required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. 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 canceled 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 sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. 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.

17. **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.

18. **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, 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.

19. **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.

20. 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.

21. 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.

22. 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.

23. **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 kickbacks.

24. **AMENDMENT**

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

25. **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.

26. **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.

27. **NOTICES**

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

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

CONTRACTOR: Mr. Tomas Lovato
General Manager
Pro-Motion Transportation, LLC
15 County Road 126C
Española, NM 87532
E-mail address: tomaslovato1960@gmail.com

- B. Such notices may be delivered by:
- 1) personal delivery;
 - 2) certified U.S. mail, returned receipt requested; or
 - 3) recognized overnight delivery service.
- C. Any such notice shall be effective upon actual receipt by the party entitled thereto.
- D. Notice may also be given by email, provided a hard copy of the notice is also transmitted via personal delivery, certified mail, or overnight courier to the parties at the respective addresses set forth in Paragraph A of this Article.
- E. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen 3/17/2022
Anna Hansen Date:
Chairperson

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Tomas Lovato 3-23-22
Tomas Lovato Date
General Manager
Pro-Motion Transportation, LLC

APPROVED AS TO FORM:

Nancy R. Long 3-18-2022
Nancy R. Long Date:
Agency Attorney

EXHIBIT A
Scope of Services

EXHIBIT A

The parties agree as follows as to the services to be delivered under this Agreement:


- When requested by the Agency, Contractor shall transport glass bottles (“glass”) from Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, New Mexico to Momentum Recycling located in Broomfield, Colorado or Strategic Materials in Phoenix, Arizona.
- The Agency shall load glass onto Contractor’s end-dump trailers when the Agency has sufficient staff to operate its daily operations without interruption.
- The Agency shall act as scale master for all loads of glass. As such, the Agency retains the right to enforce weight limits as described herein. The Agency shall also serve as recordkeeping for loads and material quantities delivered to Momentum Recycling and Strategic Materials.
- The Agency shall pay Contractor a total of \$1,475.00, inclusive of all taxes, for each load transported to Momentum Recycling.
- The Agency shall pay Contractor a total of \$1,900.00, inclusive of all taxes, for each load transported to Strategic Materials.

Contractor agrees to provide the following services:

- Contractor shall provide semi-trucks with end-dump trailers for the transportation of glass to Momentum Recycling and Strategic Materials. The maximum gross vehicle weight of a standard semi-truck and end-dump trailer combination is 80,000 pounds with approximately 46,000 pounds allocated for glass.
- Contractor’s staff will be on site to ensure that the Agency has properly loaded the trailers with glass for the purposes of transporting the glass to Momentum Recycling and Strategic Materials.
- Contractor shall use the Agency’s BOLs (bill of ladings) as shipping paper to Momentum Recycling and Strategic Materials. Contractor shall return the associated scale tickets from Momentum Recycling and Strategic Materials to the Agency. Each scale ticket shall have an Agency’s BOL number.
- Contractor shall be responsible for maintaining all necessary licenses, permits and insurances for transporting glass to Momentum Recycling and Strategic Materials. These licenses permits and insurances shall be subject to inspection by the Agency. Contractor shall also notify the Agency of any non-compliance.

-
- Contractor shall be responsible for maintaining proper working and safety conditions for its semi-trucks and end-dump trailers. Contractor agrees to hold the Agency harmless for all fines from federal, state, or local agencies. Contractor shall be responsible for paying all fines and judgments levied by these agencies resulting from activities performed under this Agreement.
 - Contractor shall submit to the Agency invoices with supporting backups including the Agency's BOLs accompanying the Momentum Recycling and Strategic Materials' scale tickets.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: March 18, 2024
Subject: Request for Approval of Amendment No. 2 to the Price Agreement for Motor Oils, Lubricants, Antifreeze and Related Products with RelaDyne, LLC of Cincinnati, OH (Formerly Brewer Oil Company) at the Same Price, Terms and Conditions (ITB No. 23/02/B)

SUMMARY

The Agency is requesting the Board approve Amendment No. 2 (Amendment) to the Price Agreement (Agreement) with RelaDyne, LLC (formerly Brewer Oil Company) for motor oils, lubricants, antifreeze, and related products under the same pricing, specifications and conditions.

The Amendment assigns the Agreement to RelaDyne. RelaDyne is acquiring Brewer Oil Company's wholesale/commercial business, effective March 19, 2024.

The Amendment amends Article 28 of the Agreement to change the Contractor notice information for RelaDyne.

Per the Amendment, pricing for motor oils, lubricants, antifreeze, and related products under Section 5 of Exhibit A of the Agreement remains intact and in effect.

The Amendment continues delivery of fluids and related products for the Agency's fleet of heavy equipment, over-the-road trucks, and vehicles.

BACKGROUND

On July 21, 2022, the Agency issued Invitation to Bid No. 23/02/B (ITB) to secure pricing with multiple vendors for motor oils, lubricants, antifreeze and related products for the Agency's fleet of heavy equipment, over-the-road trucks, and vehicles used at Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT).

On August 18, 2022, the Board awarded the ITB, via Price Agreements, to:

- Brewer Oil Company
- Senergy Petroleum
- Safety Kleen Systems
- West Direct Oil
- General Parts Distribution d/b/a Advance Auto Parts

West Direct Oil declined to execute the price agreement.

On August 17, 2023, the Board approved Amendment No. 1 to the Agreements with the following vendors:

- Brewer Oil Company
- General Parts Distribution d/b/a Advance Auto Parts and Carquest Auto Parts
- Safety-Kleen Systems
- Senergy Petroleum

The ITB does not commit the Agency to a definite quantity or specific dollar value for fluids and related products; instead, the ITB allows the Agency to procure fluids and related products as needed.

Funding is available from:

- 8100851.520400 and 8100852.520400 (Repair and Maintenance, Machine and Equipment)
- 8100851.520500 and 8100852.520500 (Repair and Maintenance Vehicle)

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 2 to the Price Agreement for motor oils, lubricants, antifreeze, and related products with RelaDyne.

The Agency also requests approval to assign the Agreement to RelaDyne.

The Agency also requests approval to change the Contractor notice information for RelaDyne under Article 28 of the Agency.

Attachments:

- 1) Amendment No. 2 – Price Agreement
- 2) Amendment No. 1 – Price Agreement (formerly Brewer Oil Company)
- 3) Price Agreement (ITB No. 23/03/B) (formerly Brewer Oil Company)

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ATTACHMENT 1
Amendment No. 2 – Price Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PRICE AGREEMENT
WITH
RELADYNE, LLC
(Motor Oils, Lubricants, Antifreeze and Related Products – 2022)**

This AMENDMENT No. 2 (the “Amendment”) to the PRICE AGREEMENT (“Agreement”) dated August 18, 2022 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“the Agency”) and RelaDyne, LLC (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

A. On August 18, 2022, the Agency entered into a Price Agreement with Brewer Oil Company to provide an indefinite quantity of motor oils, lubricants, antifreeze and related products on an as-needed basis as described in ITB No. 23/02/B.

B. On March 19, 2024, RelaDyne, LLC acquired Brewer Oil Company’s wholesale/commercial business and the Agency wishes to approve assignment of the Agreement to RelaDyne, LLC.

C. Pricing for motor oils, lubricants, antifreeze and related products under Section 5 of Exhibit A of the Agreement remains intact and in effect.

D. Pursuant to Article 24, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. NOTICES

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

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

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

CONTRACTOR: Mr. Matthew Green
Vice President, Tax & Treasury
RelaDyne, LLC
8280 Montgomery Road, Suite 101
Cincinnati, OH 45236

B. Such notices may be delivered by:

- 1) personal delivery;
- 2) certified U.S. mail, returned receipt requested; or
- 3) recognized overnight delivery service.

C. Any such notice shall be effective upon actual receipt by the party entitled thereto.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Santa Fe Solid Waste Management Agency Price Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Chairperson, Joint Powers Board

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Matthew Green
Vice President, Tax & Treasury
RelaDyne, LLC

Date:

APPROVED AS TO FORM:

Nancy Long
Agency Attorney

Date:

ATTACHMENT 2

Amendment No. 1 – Price Agreement (formerly Brewer Oil Company)

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
BREWER OIL COMPANY
(Motor Oils, Lubricants, Antifreeze and Related Products - 2022)**

This AMENDMENT No. 1 (“Amendment”) to the PRICE AGREEMENT (“Agreement”) dated August 18, 2022 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Brewer Oil Company (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide an indefinite quantity of motor oils, lubricants, antifreeze and related products on an as-needed basis at the same price, and upon the terms, specifications and conditions as described in ITB No. 23/02/B.

Pursuant to Article 24, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. ITEMS/SERVICES TO BE PROVIDED

Article 4, Items/Services to be Provided of the Agreement is amended to update an email address for Contractor to submit invoices in Section 4 of Exhibit A of the Agreement so that Section 4 of Exhibit A referenced in Article 4 is deleted in its entirety and replaced with the Section 4 of Exhibit A attached hereto.

2. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on August 18, 2024, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

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

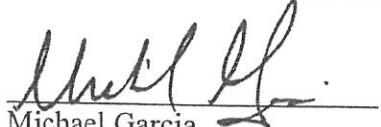
3. **AGREEMENT IN FULL FORCE**

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

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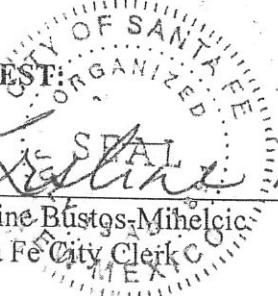
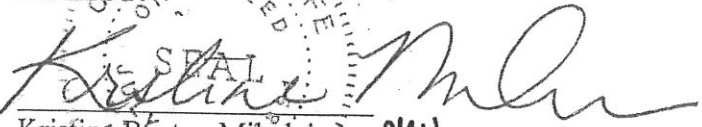
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

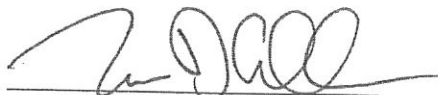

Michael Garcia
Chairperson, Joint Powers Board

8/17/23
Date:

ATTEST:

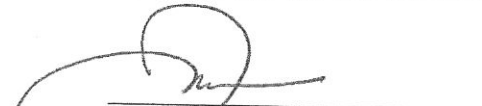


Kristine Bustos-Mihelcic
Santa Fe City Clerk *dw*

CONTRACTOR:


Terry D. Calhoun
Sales Manager
Brewer Oil Company

8-22-23
Date:

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

8.16.2023
Date:

EXHIBIT A

4. BILLING LOCATION AND CONTACT

A. Contractor is required to request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. Contractor shall submit invoices to Accounts Payable via mail or email as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506

Email: AccountsPayable@sfswma.org

ATTACHMENT 3

Price Agreement (ITB No. 23/03/B) (formerly Brewer Oil Company)

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT WITH
BREWER OIL COMPANY
(Motor Oils, Lubricants, Antifreeze and Related Products – 2022)**

This PRICE AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (the “Agency”) and Brewer Oil Company (“Contractor”) for an indefinite quantity of motor oils, lubricants, antifreeze and related products as described in ITB No. 23/02/B and below. The Agreement shall be effective as of the date it is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 23/02/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which are incorporated into this Agreement and attached hereto as Exhibit A.

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. DEFINITIONS

A. Agency means the Santa Fe Solid Waste Management Agency.

B. Agency Facility means the Caja del Rio Landfill located at 149 Wildlife Way, Santa Fe, New Mexico 87506.

C. Items means tangible goods or tangible items of personal property required for Agency operations. All items are to be new and of most current production, unless otherwise specified.

D. Price means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. Price Agreement means this indefinite quantity Price Agreement which requires Contractor to provide product(s) to the Agency.

F. Purchase Order means a fully executed purchase document issued by the City of Santa Fe Purchasing Department on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. Services mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services excludes professional services that are typically performed by a person holding a license, such as engineering, architecture, or legal services.

H. Tangible goods are products that can be touched. This includes software licenses and intellectual property.

4. **ITEMS / SERVICES TO BE PROVIDED**

A. Price of Items - Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are the subject of this Agreement.

B. Purchase Orders - the Agency may issue purchase orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service described in Exhibit A. All purchase orders for items and services issued hereunder must reference

the purchase order number and Price Agreement number ITB No. 23/02/B.

C. Quantities - it is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Agreement. Contractor is required to accept the purchase order(s) and furnish the item(s) and services.

D. Specifications - the services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. 23/02/B, including any addenda. Purchase orders issued pursuant to this Agreement must show the applicable Agreement items(s) or services(s).

E. Delivery and Billing Instructions

- 1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, purchase order number, Price Agreement number and Agency facility.
- 2) Delivery shall be made within three (3) business days of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the complete order cannot be fulfilled.
- 3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.
- 4) The Agency will inform Contractor within five (5) business days that a deliverable is unacceptable by the Agency.

- 5) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.
- 6) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. **COMMERCIAL WARRANTY**

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

6. **PAYMENTS**

- A. All payments under this Agreement are subject to the following provisions.
 - 1) Inspection - final inspection and acceptance of all items and services ordered shall be made at the Agency Facility. Items rejected at the Agency Facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.
 - 2) Acceptance - in accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Agency. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from the receipt of items, the Agency shall issue a written certification of complete or partial acceptance or

rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Agency gives notice of rejection within the specified time period, the items will be deemed to have been accepted.

- 3) Issuance of Purchase Orders - only written, signed and properly executed Purchase Orders are valid under this Agreement.
- 4) Invoices - Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Agency and not the City of Santa Fe Purchasing Division.
- 5) Payment of Invoices - upon written certification from the Agency that the Items and Services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable New Mexico gross receipts taxes.
- 6) Gross Receipts Taxes - applicable New Mexico gross receipts taxes shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this agreement.

7. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If

sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. **TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on August 18, 2023, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

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

9. **CANCELLATION**

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement.

C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-

contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. The Agency may cancel all, or any part, of any purchase order without cost to the Agency if Contractor fails to meet material provisions of the purchase order and Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. TERMINATION

A. Consistent with applicable New Mexico law, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

11. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

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

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

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

12. **CONFIDENTIALITY**

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

13. **CONFLICT OF INTEREST**

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

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

14. **APPROVAL OF CONTRACTOR'S REPRESENTATIVES**

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Agency, serving the needs of the Agency adequately.

15. **ASSIGNMENT; SUBCONTRACTING**

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

16. **NON-COLLUSION**

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

17. **RELEASE**

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

18. **INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable

to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than thirty (30) days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

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

D. Contractor shall carry and maintain throughout the term of this Agreement auto pollution liability in the amount of \$5,000,000 per occurrence.

E. Contractor shall also carry and maintain throughout the term of this Agreement erroneous delivery liability insurance in the amount of \$1,000,000 per occurrence.

19. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or

owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

20. NEW MEXICO TORT CLAIMS ACT

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

21. THIRD-PARTY BENEFICIARIES

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

22. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three 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.

23. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from

this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in in the First Judicial District, State of New Mexico.

24. **AMENDMENT**

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding purchase order(s) issued, by the Agency, prior to the effective date of the amendment.

25. **SCOPE OF AGREEMENT**

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

26. **NON-DISCRIMINATION**

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

27. **SEVERABILITY**

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the

remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

28. NOTICES

A. Any notice 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

CONTRACTOR: Terry D. Calhoun
Sales Manager
Brewer Oil Company
2701 Candelaria Rd NE
Albuquerque, NM 87107

B. Such notices may be delivered by:

- 1) personal delivery;
- 2) certified U.S. mail, returned receipt requested; or
- 3) recognized overnight delivery service.

C. Any such notice shall be effective upon actual receipt by the party entitled thereto.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

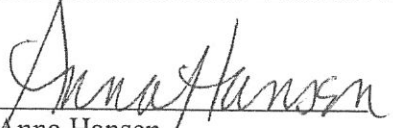
29. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

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

penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

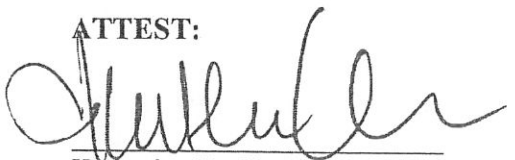
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Anna Hansen
Chairperson

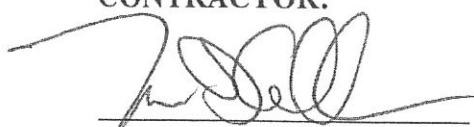
8/18/22
Date:

ATTEST:


Katharine E. Clark
Santa Fe County Clerk

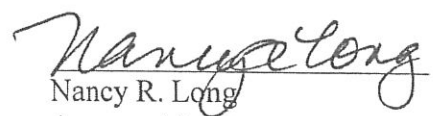


CONTRACTOR:


Terry D. Calhoun
Sales Manager
Brewer Oil Company

8-29-22
Date:

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

8-18-2022
Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. 23/02/B

1. GENERAL CONDITIONS

A. This Agreement is established for the purchase and delivery of motor oils, lubricants, antifreeze and related products for the Agency hereinafter referred to as products. The Agency operates a variety of vehicles, heavy and industrial equipment in support of its operations which require manufacturer approved products. The products listed in Section 5 of Exhibit A of this Agreement are specific to the fleet the Agency currently maintains. However, the Agency may require additional products in the future. Thus, the list of products may be revised through an amendment to this Agreement.

B. All products offered under this Agreement shall be approved for year-round use under all load conditions common to normal fleet operations. All products shall be guaranteed against any adverse effect on the original factory engine warranty when used as prescribed by the original engine manufacturer.

C. All deliveries shall be in the Santa Fe area.

D. All delivery vehicles shall be compliant with Federal, State and Local laws and regulations.

E. All drums delivered shall be in satisfactory condition with minimal dents and be rust free. Unsatisfactory drums shall be rejected upon delivery with replacement required within 24 hours at no charge to the Agency.

F. Contractor shall be responsible, at no cost to the Agency, for the clean-up and remediation of any contamination or spillage resulting from delivery, transfer or unloading at Agency owned facilities.

G. Contractor shall provide manufacturers' Safety Data Sheets (SDS) for all covered products delivered to the Agency at the time of delivery.

2. SAMPLES AND TESTING

A. Product(s) provided under this Agreement shall be free from contamination.

B. Random sample tests for all products may be performed at time of delivery to ensure the product meets specifications. Testing costs will be paid by the Agency unless the sample is not in compliance, in which case the cost will be borne by the Contractor.

C. If the Agency determines that the product does not comply with specifications herein, the Contractor will be notified via e-mail, phone, or facsimile. Contractor shall have forty-eight (48) hours from the time of notification to rectify the problem to the satisfaction of the Agency and/or remove the product, if circumstances dictate.

D. Testing shall be ordered by the Agency using a qualified laboratory if Agency vehicles and/or pieces of heavy equipment require repairs as a result of using product(s) provided under this Agreement that do not meet the manufacturer's specifications. If the malfunction is proved to be the result of the product supplied, the Contractor shall be responsible for all repairs necessary to return the vehicle(s) and/or pieces of heavy equipment to good operating condition.

3. ORDERS AND DELIVERY

A. When delivering in bulk, product quantity shall be measured by the gross gallon.

B. An authorized Agency representative must be on site at the time of any delivery. It is mandatory that the Contractor secures both a printed name and signature of the Agency representative receiving the delivery.

C. Delivery shall be made within three (3) business days of order placement, excluding weekends (Saturdays and Sundays) and any state/federal holidays observed by the Agency.

Deliveries shall be during normal operating hours for the Agency, unless different parameters are mutually agreed upon, in writing, between the Contractor and Agency's representatives. Contractor shall be required to pick up any number of empty drums upon delivery of orders. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the complete order cannot be fulfilled.

D. Each delivery shall be accompanied by a packing slip which itemizes products and quantities delivered, packaging, contract number, purchase order number and delivery location.

E. Notwithstanding the existence of this Agreement, the Agency reserves the right to order any product(s) required for emergency purpose from any Contractor who can deliver such product(s) to meet the requirements of the Agency, without waiving or voiding any of the terms of this Agreement.

F. All prices shall be F.O.B. destination to the delivery location designated by the Agency. Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor.

G. Contractor shall be responsible for all spillage which may occur during transit and unloading operations. Contractor shall immediately report spillage to the Agency, the appropriate fire department, and any agency with regulatory authority over hazardous materials spills. Contractor shall contain and remediate the spillage according to US EPA and State of New Mexico regulations and guidelines. Contractor shall be responsible for containment and cleanup costs of not only the immediate area but also all affected areas such as, but not limited to, surface, subsurface and water.

H. Contractor shall also be responsible for all cleanup required to all Agency's

property, storage facilities, and equipment as a result of noncompliance with specifications. Furthermore, Contractor shall be fully responsible for any and all costs incurred by the Agency for any equipment sustaining damage, which is attributed to a contaminated product(s), which Contractor has delivered.

4. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Account Payable
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Fax: (505) 424-1839
Email: asalazar@sfswma.org

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	55-Gallon Drum	1	\$515.13	Zerex ELC 50/50 ZXEDRU2
	Bulk – per Gallon up to 275 Gallons	1	\$7.70	Zerex ELC 50/50 ZXEDRU0
DELO® XLC Antifreeze/Coolant (50/50)	55-Gallon Drum	1	\$549.78	Zerex NF 50/50 846438
	Bulk – per Gallon up to 275 Gallons	1	\$7.84	Zerex NF 50/50 846258

Industrial Oils	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	55-Gallon Drum	1	\$656.70	Purus AW 46 PHD17169
RANDO HDZ (ISO 46)	55-Gallon Drum	1	\$928.4	Purus AW 46 MV PIN17180
	Bulk – per Gallon up to 275 Gallons	1	\$17.71	Purus AW46 MV PIN57180
Cetus® HiPerSyn® Oil (ISO 32)	5-Gallon Pail	1	\$205.38	Schaeffer #254 HTC Supreme 32
Cetus® HiPerSyn® Oil (ISO 46)	5-Gallon Pail	1	\$205.38	Schaeffer #254 HTC Supreme 46
Cetus® HiPerSyn® Oil (ISO 68)	5-Gallon Pail	1	\$205.38	Schaeffer #254 HTC Supreme 68
Cetus® HiPerSyn® Oil (ISO 100)	5-Gallon Pail	1	\$205.38	Schaeffer #254 HTC Supreme 100
Cetus® HiPerSyn® Oil (ISO 150)	5-Gallon Pail	1	\$205.38	Schaeffer #254 HTC Supreme 150
Cetus® HiPerSyn® Oil (ISO 220)	5-Gallon Pail	1	\$205.38	Schaeffer #220 HTC Supreme 220
Cetus® HiPerSyn® Oil (ISO 320)	5-Gallon Pail	1	\$205.38	Schaeffer #320 HTC Supreme 320
Cetus® HiPerSyn® Oil (ISO 460)	5-Gallon Pail	1	\$407.75	Schaeffer #158 Syn Compressor Oil 460

Automatic Transmission Fluid	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	Case - Quarts	6	\$34.85	Service Pro Global FS ATF SPL00385
Chevron ATF MD-3	Case - Quarts	6	\$26.69	Service Pro ATF MP SPL00200
	5-Gallon Pail	1	\$77.36	Service Pro ATF MP SPL26693
	55-Gallon Drum	1	\$828.96	Service Pro ATF MP SPL16693
Chevron Synthetic ATF MV Dexron VI	Case - Quarts	6	\$34.85	Service Pro Global FS ATF SPL00385
Chevron 1000 THF	5-Gallon Pail	1	\$78.00	Purus Pre Tractor Hydraulic PHD27171
DELO® Syn ATF HD	Case - Quarts	N/A	N/A	N/A
	55-Gallon Drum	1	\$1,946.56	Purus FS ATF PHD17226
TranSynd (Allison Transmission)	Case - Gallons	3	\$152.26	Rugged 668 HD ATF RG668-31
	5-Gallon Pail	1	\$243.20	Rugged 668 HD ATF RG668-5
	55-Gallon Drum	1	\$2,666.40	Rugged 668 HD ATF RG668-55
	Bulk – per Gallon up to 275 Gallons	1	\$48.00	Rugged 668 HD ATF RG668-270

Motor Oils	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	Case - Gallons	3	\$60.14	Purus SynBlend 10/30 PHD00393
DELO® 400 SDE SAE 15w40	55-Gallon Drum	1	\$953.04	Purus SynBlend 15/40 PHD17164
	Bulk – per Gallon up to 275 Gallons	1	\$15.09	Purus SynBlend 15/40 17164
Chevron DELO 400 LE 15w40	55-Gallon Drum	N/A	N/A	N/A
	Bulk – per Gallon up to 275 Gallons	N/A	N/A	N/A
Chevron Havoline Synthetic (0w20)	Case - Quarts	6	\$31.62	Service Pro FS 0/20 SPL00314
Chevron Havoline Synthetic (5w20)	Case - Quarts	6	\$31.49	Service Pro FS 5/20 SPL00249
Chevron Havoline Synthetic (5w30)	Case - Quarts	6	\$32.69	Service Pro FS 5/30 SPL00713
Chevron Havoline Synthetic (10w30)	Case - Quarts	6	\$32.10	Service Pro 10/30 SPL00312
Chevron Havoline Synthetic (5w40)	Case - Quarts	6	\$41.94	Service Pro FS 5/40 SPL00226
Mobil Synthetic (80w90)	Per Gallon	N/A	N/A	N/A
	55-Gallon Drum	N/A	N/A	N/A


Gear/Drive Oils	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	Case - Quarts	N/A	N/A	N/A
	55-Gallon Drum	400 lbs.	\$1,145.76	Purus 80/90 EP5 PHD17173
DELO® Gear EP-5 (SAE 85w-140)	Case - Quarts	N/A	N/A	N/A
	5-Gallon Pail	35 lbs.	\$108.05	Purus 85/140 GL5 PHD27174
Chevron DELO Gear Oil (SAE 80w90)	Case - Quarts	N/A	N/A	N/A
	55-Gallon Drum	400 lbs.	\$1,145.76	Purus 80/90 PHD17173
DELO® TorqForce® (SAE 10w)	55-Gallon Drum	1	\$982.96	Purus TO4 DT 10W PIN17175
	Bulk – per Gallon up to 275 Gallons	1	\$18.78	Purus TO4 DT 10W PIN57175
DELO® TorqForce® (SAE 30w)	55-Gallon Drum	1	\$1,009.36	Purus TO4 DT 30W PIN17176
	Bulk – per Gallon up to 275 Gallons	1	\$19.30	Purus TO4 DT 30W PIN57176

Grease	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	Case - 14 oz tubes	10	\$39.67	Service Pro EP2 SPL00261
	Quarter Drum	120 lbs.	\$489.76	Service Pro EP2 SPL37054

Miscellaneous Fluids	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
Starting Fluid – 50% Ether	Case – 11 Ounce Can	12	\$33.00	Service Pro Starting Fluid SP5301
Power Steering Fluid	Case – 12 Ounce Bottle	12	\$23.80	Service Pro Power Steering Fluid SP2263
	Case - Quarts	12	\$51.44	Service Pro Power Steering Fluid SP2287
	Case - Gallons	N/A	N/A	N/A
Diesel Exhaust Fluid (DEF)	2.5 Gallon Container	2	\$21.70	Purus DEF VB2003
	Bulk – per Gallon up to 300 Gallons	1	\$2.09	Purus DEF VBDEF
DOT 3 Brake Fluid	Case - Quarts	12	\$58.12	Service Pro Syn DOT 3 SP6032
	Case - Gallons	4	\$73.71	Service Pro Syn DOT 3 SP6001
Non-Chlorinated Brake Parts Cleaner	Case – 14 Ounce Can	12	\$28.03	Service Pro BPC SP4520
Howe’s Diesel Conditioner and Anti-Gel	Case - Quarts	12	\$94.35	Power Service + Cetane Boost 1025-12

Other	Discount
Discount % off other products NOT listed above from the current vendor online catalog)	N/A

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: March 18, 2024
Subject: Request for Approval of Amendment No. 2 to the Price Agreement for Bulk Fuel and Diesel Exhaust Fluid with RelaDyne, LLC of Cincinnati, OH (Formerly Brewer Oil Company) at the Same Price, Terms and Conditions (ITB No. 23/03/B)

SUMMARY

The Agency is requesting the Board approve Amendment No. 2 (Amendment) to the Price Agreement (Agreement) with RelaDyne, LLC (formerly Brewer Oil Company) for bulk fuel and diesel exhaust fluid under the same pricing, specifications, and conditions.

The Amendment assigns the Agreement to RelaDyne. RelaDyne is acquiring Brewer Oil Company's wholesale/commercial business, effective March 19, 2024.

The Amendment amends Article 28 of the Agreement to change the Contractor notice information for RelaDyne.

Per the Amendment, pricing for bulk fuel and diesel exhaust fluid under Section 11 of Exhibit A of the Agreement remains intact and in effect.

The Amendment continues delivery of bulk fuel and diesel exhaust fluid for the Agency's fleet of heavy equipment, over-the-road trucks, and vehicles.

BACKGROUND

On July 21, 2022, the Agency issued ITB No. 23/03/B to secure pricing with multiple vendors for bulk fuel and diesel exhaust fluid for the Agency's fleet of heavy equipment, over-the-road trucks, and vehicles used at Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT).

On August 18, 2022, the Board awarded the ITB, via Price Agreements, to:

- Brewer Oil Company
- Senergy Petroleum

On August 17, 2023, the Board approved Amendment No. 1 to the Agreements with the following vendors:

- Brewer Oil Company
- Senergy Petroleum

Invitation to Bid No. 23/03/B (ITB) does not commit the Agency to a definite quantity or specific dollar value for bulk fuel or diesel exhaust fluid; instead, the ITB allows the Agency to procure bulk fuel and diesel exhaust fluid as needed.

Funding is available from:

- 8100851.520400 and 8100852.520400 (Repair and Maintenance, Machine and Equipment)
- 8100851.520500 and 8100852.520500 (Repair and Maintenance Vehicle)
- 8100851.531000 and 8100852.531000 (Gasoline)
- 8100851.531050 and 8100852.531050 (Diesel)

Unit prices (i.e., vendor's markup prices) are set for the duration for the Agreements. A vendor's price is based on the O.P.I.S (Oil Price Information Service) daily rack average price to ensure the total cost per gallon at the time of delivery, plus applicable taxes and winter additives, is correct.

For example:

- O.P.I.S daily rack average price at 10:00 a.m. on the date of delivery – per gallon
- Vendor's markup price (includes freight, delivery costs, overhead and profit, etc.) – per gallon
- Winter additive in No. 2 diesel fuel (November – March) – per gallon
- Taxes – any applicable taxes as a separate item (e.g., NM petroleum loading fee, federal oil spill fee, federal LUST tax)

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 2 to the Price Agreement for bulk fuel and diesel exhaust fluid with RelaDyne.

The Agency also requests approval to assign the Agreement to RelaDyne.

The Agency also requests approval to change the Contractor notice information for RelaDyne under Article 28 of the Agreement.

Attachments:

- 1) Amendment No. 2 – Price Agreement
- 2) Amendment No. 1 – Price Agreement (formerly Brewer Oil Company)
- 3) Price Agreement (ITB No. 23/03/B) (formerly Brewer Oil Company)

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ATTACHMENT 1

Amendment No. 2 – Price Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PRICE AGREEMENT
WITH
RELADYNE, LLC
(Bulk Fuel and Diesel Exhaust Fluids – 2022)**

This AMENDMENT No. 2 (the “Amendment”) to the PRICE AGREEMENT (“Agreement”) dated August 18, 2022 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“the Agency”) and RelaDyne, LLC (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

A. On August 18, 2022, the Agency entered into a Price Agreement with Brewer Oil Company to provide an indefinite quantity of bulk fuel and diesel exhaust fluid on an as-needed basis as described in ITB No. 23/03/B.

B. On March 19, 2024, RelaDyne, LLC acquired Brewer Oil Company’s wholesale/commercial business and the Agency wishes to approve assignment of the Agreement to RelaDyne, LLC.

C. Pricing for bulk fuel and diesel exhaust fluid under Section 11 of Exhibit A of the Agreement remains intact and in effect.

D. Pursuant to Article 24, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. NOTICES

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

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

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

CONTRACTOR: Mr. Matthew Green
Vice President, Tax & Treasury
RelaDyne, LLC
8280 Montgomery Road, Suite 101
Cincinnati, OH 45236

B. Such notices may be delivered by:

- 1) personal delivery;
- 2) certified U.S. mail, returned receipt requested; or
- 3) recognized overnight delivery service.

C. Any such notice shall be effective upon actual receipt by the party entitled thereto.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Santa Fe Solid Waste Management Agency Price Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Chairperson, Joint Powers Board

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Matthew Green
Vice President, Tax & Treasury
RelaDyne, LLC

Date:

APPROVED AS TO FORM:

Nancy Long
Agency Attorney

Date:

ATTACHMENT 2

Amendment No. 1 – Price Agreement (formerly Brewer Oil Company)

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
BREWER OIL COMPANY
(Bulk Fuel and Diesel Exhaust Fluid - 2022)**

This AMENDMENT No. 1 (“Amendment”) to the PRICE AGREEMENT (“Agreement”) dated August 18, 2022 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Brewer Oil Company (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide an indefinite quantity of bulk fuel on an as-needed basis at the same price, and upon the terms, specifications and conditions as described in ITB No. 23/03/B.

Pursuant to Article 24, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on August 18, 2024, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

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

2. **BILLING LOCATION AND CONTACT**

Article 10, Billing Location and Contact of the Agreement is amended to update an email address for Contractor to submit invoices, so that Article 10 reads in its entirety as follows:

A. Contractor is required to request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. Contractor shall submit invoices to Accounts Payable via mail or email as follows:

Santa Fe Solid Waste Management Agency
Attn: Account Payable
149 Wildlife Way
Santa Fe, NM 87506

Email: AccountsPayable@sfswma.org

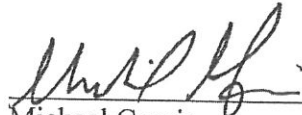
3. **AGREEMENT IN FULL FORCE**

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

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


SANTA FE SOLID WASTE MANAGEMENT AGENCY:



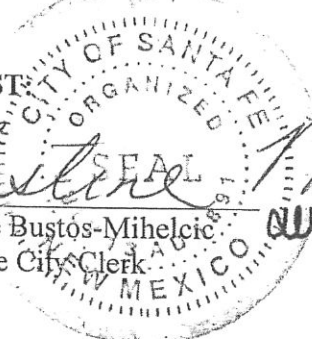
Michael Garcia
Chairperson, Joint Powers Board

8/17/23
Date:

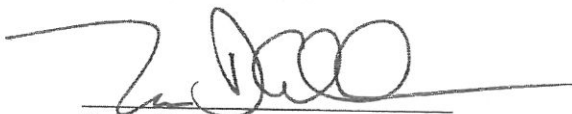
ATTEST:



Kristine Bustos-Mihelcic
Santa Fe City Clerk



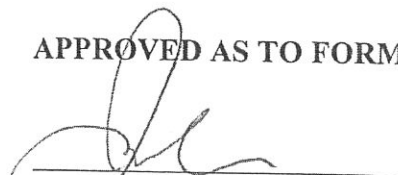
CONTRACTOR:



Terry D. Calhoun
Sales Manager
Brewer Oil Company

8-22-23
Date:

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

8.16.2023
Date:

ATTACHMENT 3

Price Agreement (ITB No. 23/03/B) (formerly Brewer Oil Company)

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT WITH
BREWER OIL COMPANY
(Bulk Fuel and Diesel Exhaust Fluid– 2022)**

This PRICE AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (the “Agency”) and Brewer Oil Company (“Contractor”) for an indefinite quantity of bulk fuel and diesel exhaust fluid (“DEF”) as described in ITB No. 23/3/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 23/3/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which are incorporated into this Agreement and attached hereto as Exhibit A.

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. DEFINITIONS

- A. Agency means the Santa Fe Solid Waste Management Agency.
- B. Agency Facility means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600

Buckman Road, Santa Fe, NM 87507.

- C. Items means tangible goods or tangible items of personal property required for Agency operations. All items are to be new and of most current production, unless otherwise specified.
- D. Price means the discounted price or costs for bulk fuel and DEF fluid paid by the Agency as described in Exhibit A.
- E. Price Agreement means this indefinite quantity Price Agreement which requires Contractor to provide bulk fuel and DEF fluid to the Agency.
- F. Purchase Order means a fully executed purchase document issued by the City of Santa Fe Purchasing Department on behalf of the Agency that specifies the items and services to be provided by Contractor.
- G. Services mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services excludes professional services that are typically performed by a person holding a license, such as engineering, architecture, or legal services.
- H. Tangible goods are products that can be touched. This includes software licenses and intellectual property.

4. **ITEMS / SERVICES TO BE PROVIDED**

- A. Price of Items - Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are the subject of this Agreement.
- B. Purchase Orders - the Agency may issue purchase orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service

described in Exhibit A. All purchase orders for items and services issued hereunder must reference the purchase order number and Price Agreement number ITB No. 23/3/B.

- C. Quantities - it is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Agreement. Contractor is required to accept the purchase order(s) and furnish the item(s) and services.
- D. Specifications - the services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. 23/3/B, including any addenda. Purchase orders issued pursuant to this Agreement must show the applicable Agreement items(s) or services(s).
- E. Delivery and Billing Instructions
 - 1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, purchase order number, Price Agreement number and Agency facility.
 - 2) Delivery shall be made within three (3) business days of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the complete order cannot be fulfilled. Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned. The

Agency will inform Contractor within five (5) business days that a deliverable is unacceptable by the Agency.

- 3) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.
- 4) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. **COMMERCIAL WARRANTY**

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

6. **PAYMENTS**

A. All payments under this Agreement are subject to the following provisions.

- 1) Inspection - final inspection and acceptance of all items and services ordered shall be made at the Agency Facility. Items rejected at the Agency Facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.
- 2) Acceptance - in accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Agency. Unless otherwise agreed

upon between the Agency and Contractor, within thirty (30) days from the receipt of items, the Agency shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Agency gives notice of rejection within the specified time period, the items will be deemed to have been accepted.

- 3) Issuance of Purchase Orders - only written, signed and properly executed Purchase Orders are valid under this Agreement.
- 4) Invoices - Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Agency and not the City of Santa Fe Purchasing Division.
- 5) Payment of Invoices - upon written certification from the Agency that the Items and Services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable New Mexico gross receipts taxes.
- 6) Gross Receipts Taxes - applicable New Mexico gross receipts taxes shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this agreement.

7. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. **TERM AND EFFECTIVE DATE**

- A. This Agreement shall be effective when signed by the Agency and terminate on August 18, 2023, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.
- B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

9. **CANCELLATION**

- A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the services or deliverables fail to meet the requirements of this Agreement.
- B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement.

- C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The Agency may cancel all, or any part, of any purchase order without cost to the Agency if Contractor fails to meet material provisions of the purchase order and Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. **TERMINATION**

- A. Consistent with applicable New Mexico law, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.
- B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and to hold Contractor liable for any excess costs associated with

Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

11. **STATUS OF CONTRACTOR: RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

- A. Contractor, its agents, and its employees are independent contractors performing services for the Agency and are not employees of the Agency.
- B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.
- C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

12. **CONFIDENTIALITY**

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

13. **CONFLICT OF INTEREST**

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

- B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Agency, serving the needs of the Agency adequately.

15. ASSIGNMENT; SUBCONTRACTING

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

16. NON-COLLUSION

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

17. RELEASE

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

18. INSURANCE

- A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance

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

- B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.
- C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.
- D. Contractor shall carry and maintain throughout the term of this Agreement auto pollution liability in the amount of \$5,000,000 per occurrence.
- E. Contractor shall also carry and maintain throughout the term of this Agreement erroneous delivery liability insurance in the amount of \$1,000,000 per occurrence.

19. **INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit,

judgment, execution, claim, action, or demand whatsoever to the extent arising from the acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

20. **NEW MEXICO TORT CLAIMS ACT**

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

21. **THIRD-PARTY BENEFICIARIES**

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

22. **RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three 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.

23. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

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

24. **AMENDMENT**

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding purchase order(s) issued, by the Agency, prior to the effective date of the amendment.

25. **SCOPE OF AGREEMENT**

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

26. **NON-DISCRIMINATION**

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

27. **SEVERABILITY**

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

28. **NOTICES**

- A. Any notice 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

CONTRACTOR: Terry D. Calhoun
Sales Manager
Brewer Oil Company
2701 Candelaria Rd NE
Albuquerque, NM 87107

- B. Such notices may be delivered by:
- 1) personal delivery;
 - 2) certified U.S. mail, returned receipt requested; or
 - 3) recognized overnight delivery service.
- C. Any such notice shall be effective upon actual receipt by the party entitled thereto.
- D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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

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

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hanson
Anna Hanson
Chairperson, Joint Powers Board

8/18/22
Date:

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Terry D. Calhoun
Terry D. Calhoun
Sales Manager
Brewer Oil Company

8-29-22
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

8-18-2022
Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB 23/03/B

BULK FUEL AND DIESEL EXHAUST FLUID

1. GENERAL CONDITIONS

A. The Agency utilizes aboveground storage tanks (ASTs), mobile tanks and totes at the following locations:

- Caja del Rio Landfill – 149 Wildlife Way
 - One 6,000-gallon AST for diesel fuel; 4,000 gallons (average) delivered approximately every quarter
 - One 500-gallon AST for unleaded gasoline; 400 gallons (average) delivered approximately monthly
 - One 350-gallon tote (with pump) for DEF fluid; 200 gallons (average) delivered approximately every six weeks
- Buckman Road Recycling and Transfer Station – 2600 Buckman Road
 - One 600-gallon mobile fuel tank for diesel fuel; delivery every three weeks, if needed.
- Contractor's Location
 - One 2,000-gallon mobile fuel tank for diesel fuel: 1,800 gallons (average) approximately weekly.
 - One 75-gallon mobile tank for DEF fluid: 60 gallons (average) approximately every two weeks, if needed.

B. The estimated annual quantities for the Agency are as follows:

Type	Quantity (gallons)
Diesel fuel	110,300
E10 gasoline	6,900
Recreational unleaded gasoline with no ethanol	(Small quantity as needed)
Diesel Exhaust Fluid (DEF)	2,200

- C. Additional tank sizes and locations not identified in this Agreement may be utilized.
- D. The quantities listed are for estimated purposes only and the Agency does not guarantee that the stated amount or any amount will be purchased.
- E. An additive, if used, shall be Environmental Protection Agency (EPA) approved, and compatible with the refiner's product. Additives which increase emissions of sulphur and other substances proven to damage the environment which are disallowed by EPA regulations will not be accepted.

2. PRODUCT SPECIFICATIONS

A. Fuels shall have a high level of detergent additive as recommended for engines equipped with fuel injection systems. Alcohol or alcohol blended fuels are not allowed in diesel fuels only.

- 1) Recreational unleaded gasoline (no ethanol), American Society of Testing Materials (ASTM) designation D439, Society of Automotive Engineers (SAE) J312 (most recent issues) with a minimum octane rating of 90 minimum (r+m/2 method).
- 2) E10 gasoline with 10% ethanol, ASTM designation D439, SAE J312 (most recent issues) with a minimum octane rating of 86 minimum (r+m/2 method). Gasoline is to contain 10% ethanol by volume.
- 3) No. 1 diesel fuel, ultra-low sulphur diesel (ULSD), ASTM designation D975, SAE J313, (most recent issue) with a minimum cetane number of 40, maximum of 0.05 weight percent of sulphur, aromatic content of 35 volume percent maximum, viscosity of min. 1.3 and max. of 2.4, distillation of max. 288, carbon residue of approx. 0.15 and cloud point of -20 degree Celsius minimum and a maximum of 40 degree Celsius.
- 4) No. 2 diesel fuel, ultra-low sulphur diesel (ULSD), ASTM designation D975, SAE J313, (most recent issue) with a minimum cetane number of 40, maximum of 0.05 weight percent of sulphur, maximum aromatic content of 35 volume percent, viscosity of min. 1.9

and max. 4.1, distillation of min. 282 and max. of 338, carbon residue of 0.35 approx.

Cloud point of min. of -20 degree Celsius and maximum of 40 degree Celsius.

B. Both diesel No. 1 and No. 2 shall be free of visible evidence of the blue dye 1.4 dialkylamine anthraquinone. Dye solvent red 164 or clear (white) low sulphur diesel fuel is acceptable; however, the Contractor is solely responsible for filling and obtaining any applicable IRS refunds if clear taxable fuel is provided. If dye solvent red 164 diesel is provided, Contractor is solely responsible for all confirmation and documentation (ref. Paras. 2.1.5 and 3.2), required by EPA and IRS.

C. Diesel fuels shall meet ASTM D-1552 for sulphur test, ASTM D482 for ash content, and the standards published in SAE HS-23 (or most recent issues).

D. Diesel fuel winter additive and oxygenated unleaded fuel may be required for the months of November through March. Fuel manufactured for use during these months is acceptable, SAE D975 (most recent issues).

E. Diesel exhaust fluid (DEF) should be American Petroleum Institute (API) Certified and meet International Organization for Standardization (ISO) 22241 specifications (most recent issues). Product must be produced, stored, and handled in accordance with these standards, and must be packaged using DEF-dedicated equipment to eliminate the potential for cross-contamination. High-quality urea must be premixed only with pure water to meet DEF fluid properties. DEF shall be compatible with all diesel selective catalytic reduction (SCR) systems, non-toxic, non-hazardous, and non-flammable solution of 67.5% purified water and 32.5% pure urea (± 0.7).

3. SAMPLING AND TESTING

A. Fuels provided under this Agreement shall be free from contamination.

B. Random sample tests for all fuels may be performed at time of delivery to ensure the fuel meets specifications. Testing costs will be paid by the Agency unless the sample is not in compliance, in which case the cost will be borne by the Contractor.

C. Fuel testing shall be ordered by the Agency using a qualified laboratory if Agency vehicles and/or pieces of heavy equipment require repairs to the fueling system, engine, or diesel selective catalytic reduction (SCR) systems as a result of using fuels or DEF fluid provided under this contract. If the malfunction is proved to be the result of the fuel or delivered, the Contractor shall be responsible for all repairs necessary to return the vehicle(s) and/or pieces of heavy equipment to good operating condition.

D. To determine whether the proposed DEF fluid conforms to these specifications, the Agency reserves the right to test and/or inspect proposed product. Tests and/or measurements other than those listed above may also be performed, as determined by the Agency. Upon request by the Agency, the Contractor must submit samples for tests and inspection, at no cost to the Agency.

E. If the Agency determines that the delivery does not comply with specifications herein, the Contractor will be notified via phone or e-mail. Contractor shall have 48 hours from the time of notification to rectify the problem to the satisfaction of the Agency and/or remove the product, if circumstances dictate.

4. **ORDERS AND DELIVERY**

A. Fuel quantity shall be measured by the gross gallon, with a metered delivery truck bearing a current New Mexico Department of Agriculture approval seal.

B. Contractor not using metered trucks is grounds for termination.

C. Delivery locations and storage tank capacities are identified in this Agreement. The Agency reserves the right to inspect bulkheads and meter measure contents of any tanks

before, at the time of and/or after delivery. All tanks have been identified within this Agreement (e.g., aboveground and mobile storage tanks). Contractor shall be prepared, upon delivery, for pumping into these types of tanks.

D. An authorized Agency representative must be on site at the time of any delivery. It is mandatory that the Contractor secures both a printed name and signature of the Agency representative receiving the delivery.

E. All fuels that require blending shall be blended at the Contractor's blending facility or at their suppliers' facility, not in the tanker that is used for delivery nor on-site at Agency locations. Failure to provide this service will result in immediate cancellation of the Agreement with the Agency upon written notice to the Contractor.

F. All deliveries shall be made within twenty-four (24) hours after receipt of order (phone or written), excluding weekends (Saturdays and Sundays) and any state/federal holidays observed by the Agency. Deliveries shall be during normal operating hours for the Agency, unless different parameters are mutually agreed upon, in writing, between the Contractor and Agency's representatives. Any delivery to the Agency that is delayed because of the Contractor's fault shall be paid for at the originally ordered OPIS price.

G. Service trucks with large fuel tanks may be fueled by Contractor closest to job site.

H. Notwithstanding the existence of this Agreement, the Agency reserves the right to order any fuel product(s) required for emergency purpose from any contractor who can deliver such product(s) to meet the requirements of the Agency, without waiving or voiding any of the terms of this Agreement.

I. All prices shall be F.O.B. destination to the delivery location designated by the Agency. Contractor shall retain title and control of all goods until they are delivered and

the contract coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor.

J. Contractor shall be responsible for all spillage which may occur during transit and unloading operations. Contractor shall immediately report spillage to the Agency, the appropriate fire department, and any agency with regulatory authority over hazardous materials spills. Contractor shall contain and remediate the spillage according to US EPA and State of New Mexico regulations and guidelines. Contractor shall be responsible for containment and cleanup costs of not only the immediate area but also all affected areas such as, but not limited to, surface, subsurface and water.

K. Contractor shall also be responsible for all cleanup required to all Agency's property, storage facilities, and equipment as a result of noncompliance with specifications. Furthermore, Contractor shall be fully responsible for any and all costs incurred by the Agency for any equipment sustaining damage, which is attributed to a contaminated fuel(s), which Contractor has delivered.

5. PRICING STRUCTURE

A. Price shall be on a per gallon complete delivered price. Contractor's mark-up price shall include all contractor's costs.

B. Any applicable tax shall be added separately to invoice at the time of delivery only if Contractor is liable for tax.

C. Any winter additive added to diesel fuel shall be added separately to invoice at the time of delivery by the Contractor if the winter additive is required during the months of November through March.

D. All prices must be submitted to the 4th decimal, including even numbered price(s); for example: a three-cent price would be expressed as .0300 not .03.

E. All prices shall be based on the date of delivery and not on the date on which the order was placed.

F. All prices offered shall include all costs incurred in the delivery to the Agency's storage tanks.

G. Price verification and calculation will be based on the 10:00 a.m. spot price(s) of the O.P.I.S. daily rack average on the date of delivery.

6. POSTED TERMINAL PRICE

A. Contractor shall use the listed refiner's depot(s) that will be used to supply fuel to the Agency's specified locations.

B. Contractor's failure to use the listed refiner's depot information may be grounds for cancellation of the Purchase Order without further cause or termination of the Agreement.

C. Posted terminal price documentation, verifying posted price shall be furnished with all invoices. Refinery depot must be clearly stated on oil price information service (O.P.I.S.) rack price sheet and rack price sheet shall bear O.P.I.S. logo.

7. PRICE ADJUSTMENTS

A. Prices under Section 11 are to be firm for the duration of the Agreement. Any request for a price adjustment is subject to approval by the Joint Powers Board. The Contractor shall submit to the Agency sufficient justification to support the Contractor's request.

8. INVOICES

A. Invoices shall be accompanied by a copy of all specified posted terminal price document(s) which shall be dated the same date as the fuel delivery day.

B. Invoices not supported by all specified terminal price document(s) will be retained, and payment held in abeyance, until the required documentation is received. Failure to supply all specified posted terminal price documentation may be grounds for non-issuance of future Purchase Orders or termination of the Agreement.

C. The Agency shall not be responsible for supplying the O.P.I.S. daily rack price sheet.

D. Should the Contractor's business name change, or should the Contractor's business be sold, transferred to, or assumed by a second party, written notification of the change should be provided to the Agency by all parties involved, no later than thirty (30) calendar days from the date of change. Failure to provide notification of the aforementioned change(s), within thirty (30) calendar days of the change, may be grounds for Purchase Order cancellation without further cause or termination of the Agreement.

9. PRICING FACTORS

A. Pricing shall be strictly on Contractor's markup price for each line item listed in Section 11 below.

B. The Agency will add Contractor's markup price to O.P.I.S. daily rack average price to determine total cost per gallon at time of delivery.

Example:

- 1) O.P.I.S. daily rack average price on date of delivery – per gallon.
- 2) Contractor's markup price to include freight, delivery costs, overhead and profit, etc. – per gallon.
- 3) Winter additive in No. 2 diesel fuel – per gallon.

- 4) Taxes – any applicable taxes shall be added to invoice as a separate item (e.g., NM petroleum loading fee, federal oil spill fee, federal LUST tax).

10. BILLING LOCATION AND CONTACT

A. Contractor is required to request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Account Payable
149 Wildlife Way
Santa Fe, NM 87506
Tel: (505) 424-1850 x 140
Fax: (505) 424-1839
Email: asalazar@sfswma.org

11. CONTRACTOR'S PRICING

ITB 23/03/B

Line Item	Description	Estimated Delivery Amount (Gallons)	Estimated Annual Quantity (Gallons)	Contractor's Markup per Gallon (4 Decimals)
1	Unleaded Gasoline/Recreational – No ethanol Delivered @ Contractor's location - Gallon	10	200	N/A
2	Gasoline E10 Delivered @ Caja del Rio -Gallon	400	6,700	\$0.3500
3	Diesel No. 2 Delivered @ Caja del Rio - Gallon	4,200	16,800	\$0.2000
4	Diesel No. 2 Delivered @ BuRRT - Gallon	-	-	N/A
5	Diesel No. 2 Delivered @ Contractor's location - Gallon	2,000	94,000	\$0.1200
6	Diesel No. 1 Delivered @ Caja del Rio - Gallon	-	-	N/A
7	Diesel No. 1 Delivered @ BuRRT - Gallon	-	-	N/A
8	Diesel fuel winter additive (for all locations) - Gallon	-	-	\$0.0500
Line Item	Description	Estimated Delivery Amount (Gallons)	Estimated Annual Quantity (Gallons)	Contractor's Discount off of List Price
9	Diesel exhaust fluid (DEF) Delivered @ Caja del Rio - Gallon	200	2,200	10%
10	Diesel exhaust fluid (DEF) Delivered @ Contractor's location - Gallon	-	-	N/A

NOTES:

1. Contractor's markup price includes freight, delivery costs, overhead and profit, etc.
2. Line items #1, 2, 3, 5 are types of fuel and quantities that the Agency anticipates using annually.
3. Line item #8 is winter additive added to the diesel.

12. REFINER'S DEPOT INFORMATION

- A. Marathon – Albuquerque, NM Terminal
3209 Broadway Blvd. SE
Albuquerque, NM 87105
- B. Musket – Albuquerque, NM Terminal
3200 Broadway Blvd. SE
Albuquerque, NM 87105
- C. Holly Energy Partners LP, Moriarty, NM Terminal
1021 E Martinez Rd.
Moriarty, NM 87035



August 16, 2022

City of Santa Fe Solid Waste Department
ITB 23/03/B
Fuel Supply
Randall Kippenbrock


Randall –

As discussed, Brewer Oil will agree to price your fuel purchases at our Airport Fleet location using a Brewer Fleet card at OPIS Daily Average plus \$.1200. This applies only to purchases at our Airport Fleet Fueling location and does not apply to any purchases at a Brewer CStore.

Thank you,

Terry Calhoun
Brewer Oil Company

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director 
Date: March 18, 2024
Subject: Request for Approval of Free Disposal Fees for Ricky Corriz / David Casados of 68 Sierra Azul, Santa Fe, NM, for 15.2 Tons under the SFSWMA Policy 2006.1 – Free Disposal Fees Program

BACKGROUND & SUMMARY

On February 20, 2024, renter Ricky Corriz and owner David Casados submitted a Request for Free Disposal Fees form to waive the fees for demolition debris generated from the clean-up of a burnt house and rear porch located at 68 Sierra Azul, Santa Fe. The house was destroyed on November 22, 2023, by a fire caused by a faulty space heater.

On February 20, 2024, Agency staff confirmed during a site visit a burnt house or approximately 80 cubic yards/20 tons of demolition debris. The clean-up on March 7 generated 15.2 tons of debris. On March 8, the owner paid landfill disposal fees for approximately six tons of debris to complete the clean-up.

The Executive Director can approve up to 10 tons. Any amount over 10 tons requires Board approval.

Attached is SFSWMA Policy 2006.1, which defines qualified users for the free disposal program. One example of an intended user is individuals who are faced with economic hardship of unaffordable disposal expenses due to an unforeseen event (i.e., a house fire).

ACTION REQUESTED

The Agency requests the Board approve an application for free disposal fees of 15.2 tons for Ricky Corriz and David Casados of 68 Sierra Azul, Santa Fe.

Attachments:

- 1) Request for Free Disposal Fees Form for Ricky Corriz and David Casados
- 2) Photo Log of House Fire
- 3) Policy No. 2006.1 – Qualified Users for Free Disposal Program

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ATTACHMENT 1

Request for Free Disposal Fees Form for Ricky Corriz and David Casados

**Request for Free Disposal Fees Form
for**

Individual, Community & Government Clean-Ups, Non-Profit Thrift Stores

(One request form per event)

Individual/Organization Name: Ricly Corriz / David Casados

Address: 68 Sierra Azul, Santa Fe
NM, 87501

Telephone Number: 505-490-5325

Contact Person(s):

Ricly Corriz
Name

Renter
Title

505-490-5325
Telephone Number

David Casados
Name

Home owner
Title

505-467-9741
Telephone Number

Specific Location of Clean-up *(include map)*:

68 Sierra Azul Santa Fe
Street Address (Road Name) City

Proposed Date(s) of Clean-up: _____

Approximate weight (tonnage) for disposal: 10 tons
(If this organization has had previous events, please include any information on quantity or weight).

How will waste be transported to the landfill/transfer station?
Dump trailers

Justifications for Request (describe below or attach information):
House burnt down need help with tipping fees.

I have read and agree to the rules of clean-up. I am authorized to represent the above organization and consent that the information is true and valid


Signature

Ricly Corriz
Print Name

02-20-24
Date

Official Use Only

INSPECTION

Individual/Organization: Rick Corriz / David Casados

Chris Francisco
SFSWMA Site Inspector

2-20-24
Date

80 / 20
Approximate Yards/Tons

Burnt house & Porch at rear of house
Type of Material

*Inspection must be made prior to approval by the Director or Joint Powers Board for one-time clean-ups.

CLEAN-UP APPROVAL UP TO TEN (10) TONS

Request: Approved Up to 10 tons for a time period of 1 year.

Disapproved

Randall Koppert
Executive Director Signature

2/20/24
Date

The Executive Director has authority to approve up to 10 tons.

CLEAN-UP APPROVAL OVER TEN (10) TONS

Government Agency, organization, or individual (over ten ton) request is on Joint Powers Board Meeting Agenda for approval on _____
Date

Request: Approved Up to _____ tons for a time period of _____.

Disapproved

SFSWMA Joint Powers Board Chair Signature

Date

ATTACHMENT 2
Photo Log of House Fire



Photo No. 1
Front view of burnt house. Photo taken 2/20/24.



Photo No. 2
Rear view of burnt house. Photo taken 2/20/24.



Photo No. 3
View of property after the house demolition. Photo taken 3/8/24.



Photo No. 4
Another view of property after the house demolition. Photo taken 3/8/24.

ATTACHMENT 3

Policy No. 2006.1 – Qualified Users for Free Disposal Program



SANTA FE SOLID WASTE MANAGEMENT AGENCY

POLICY No. 2006.1 - QUALIFIED USERS FOR FREE DISPOSAL PROGRAM

Effective Date: 01/19/06

Revision No. 1: 1/14/07

PURPOSE

To define qualified users for the Free Disposal Program.

REFERENCE

Resolution No. 2004-1 - A Resolution Amending Ordinance 1996-2: To Allow Limited Free Use of the Facility Under the Free Disposal Program.

Policy and Procedures for Requesting Tipping Fees Waived or Discounted, Memorandum from SFSWMA to the Joint Powers Board, dated March 12, 2004.

POLICY

The Free Disposal Program is intended for the following:

- volunteers and organizations that are engaged in clean-up campaigns such as Keep Santa Fe Beautiful, roadside litter collection events such as Trek for Trash, and removal efforts of illegal dump sites identified and approved by the City or County;
- individuals who are faced with economic hardship of unaffordable disposal expense due to an unforeseen event (i.e. house fire); and
- non-profit thrift stores that receive solid waste originally presented to them as donated items (i.e. non-functional white goods, un-repairable furnitures, and non-salvageable building materials).

The Free Disposal Program is not intended for governmental entities, businesses, churches, schools,

organizations, and non-profit groups that generate or collect solid waste as part of their business.

The amount of solid waste to be disposed of by the volunteers, organizations, non-profit thrift stores and individuals cannot exceed 100 tons within a given month.

All requests for the use of the Free Disposal Program must be made on official SFSWMA applications. Pursuant to Resolution No. 2004-1, either SFSWMA staff or the Joint Powers Board will accept or decline the request.

All approved non-profit thrift stores must separate all recyclables from the non-recyclables and transport the recyclables to the Buckman Road Recycling and Transfer Station (BuRRT) for further processing.

Volunteers, organizations, and individuals should make every effort to transport recyclables to BuRRT for further processing.


Volunteers, organizations, and individuals that are strictly engaged in clean-up campaigns, roadside litter collection events, or removal efforts of illegal dump sites are not required to separate recyclables from the non-recyclables.

Any volunteers, organizations, non-profit thrift stores and individuals who do not follow this policy may be barred from further use of the Free Disposal Program

This policy is intended to comply with Resolution 2004-1 which controls the usage of the Free Disposal Program. SFSWMA reserves the right to change the terms of this policy or to modify any features of this policy at any time.


The policy will remain in effect and then be reviewed at the time the bond for Ordinance 1996-2 is retired.

APPROVAL


Virginia Vigil
Chairperson

DATE: 2-8-07

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: March 18, 2024
Subject: Request for Approval of Resolution 2024-____, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency

SUMMARY

The proposed Resolution 2024-____ rescinds Resolution 2023-1 – related to the New Mexico Open Meetings Act – and adopts annual notice requirements for 2024.

The Open Meetings Act requires a public body to "determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body" [NMSA 1978, Section 10-15-1 (D)].

The proposed Resolution 2024-____ updates language on how notices are posted for regular, special, and emergency meetings.

The proposed resolution removes language on publishing notices in a newspaper of general circulation at least seven days before a regular meeting, which is not an Open Meetings Act requirement. Per the Open Meetings Act, notices are provided to broadcast stations and newspapers that have made a written request for such notices.

The proposed resolution also removes language, which is not an Open Meetings Act requirement, regarding Board members having the right to place matters on the agenda at their request. Board members can request to have matters placed on the agenda outside the Open Meetings Act.

The proposed resolution maintains language on how board members and the public may attend and participate in meetings.

The proposed resolution also maintains language for the Agency to provide information on the agendas on how members of the public can listen and participate in meetings remotely.

There are no other substantive differences between the proposed and current resolutions.

ACTION REQUESTED

The Agency recommends approval of Resolution 2024-____.

Attachments:

- 1) Proposed Resolution 2024-____. A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency
- 2) Redline Version of Resolution 2023-1

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ATTACHMENT 1

Proposed Resolution 2024-____
**A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid
Waste Management Agency**

SANTA FE SOLID WASTE MANAGEMENT AGENCY

RESOLUTION NO. 2024-1

A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

WHEREAS, NMSA 1978, Section 10-15-1 *et seq.*, as amended, ("Open Meetings Act" or the "Act"), provides that all meetings of a quorum of members of any board, commission, or other policy-making body of any agency or authority of any county, municipality, district or any political subdivision, held for the purpose of formulating public policy, including the development of personnel policy, rules, regulations, or ordinances, discussion of public business or taking any action within the authority or the delegated authority of any board are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution of New Mexico or the Open Meetings Act; and

WHEREAS, the Open Meetings Act further provides that any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs, and at which a majority or quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public; and

WHEREAS, the Act further requires a public body to determine in a public meeting at least annually what notice is reasonable when applied to that body; and

WHEREAS, the Santa Fe Solid Waste Management Agency (the "Agency") desires to also address in its Open Meetings Act Resolution, how board members and the public may attend and participate in its public meetings; and

WHEREAS, the Agency will include information on its agendas as to how members of the public can listen and participate in meetings remotely; and

WHEREAS, the Agency now desires to adopt this Open Meetings Act Resolution in compliance with the Act's requirement for annual determination of reasonable notice for meetings of the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE SANTA FE SOLID WASTE MANAGEMENT AGENCY THAT:

1. Regular, Special and Emergency Meetings shall be held as follows:
 - a. Regular Meetings: Regular meetings shall be held as determined by the Agency, and notice to the public of any and all regular meetings shall be given at least seven (7) days in advance of any meeting of a quorum of the Board held for the purpose of taking any action within the authority of the Board. A notice shall be posted on the Agency's website and the City of Santa Fe's website, at least seven (7) days prior to the public meeting,. Notice of meetings shall also be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.
 - b. Special Meetings: Special meetings may be scheduled by the Chairperson or by a majority of the Board at such time and place as in the opinion of the Chairperson or a majority of the Board a special meeting should take place to consider and take action on public business. Notice of such special meetings shall be posted on the Agency's website and the City of Santa Fe's website at least seventy-two (72) hours prior to the public meeting. Notice of meetings shall also be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.

- c. Emergency Meeting: Emergency meetings may be scheduled by the Chairperson or by a majority of the Board to consider any matter which could not have been anticipated and which threatens the health, welfare or safety of the citizens of Santa Fe County or to protect the Agency from substantial financial loss if not addressed immediately by the Agency. Emergency meetings may be conducted at a time and place designated by the Chairperson or by a majority of the Board, and notice of such meetings shall be posted on the Agency's website and the City of Santa Fe's website at least twenty-four (24) hours prior to the emergency meeting, if possible. If twenty-four (24) hours advance notice cannot be given, notice shall be posted as soon as possible under the circumstances. Notice for emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Notice of meetings shall also be provided to broadcast stations licensed by the Federal Communication Commission and newspapers of general circulation that have made a written request for notices. Within ten (10) days of taking action on an emergency matter, the Agency shall report to the attorney general's office the action taken and the circumstances creating the emergency.
- d. Agendas: Any notice for meetings of the Board shall include an agenda containing a list of specific items of business to be discussed or transacted at the meeting, or information on how the public may obtain a copy of an agenda. At least seventy-two (72) hours before a regular or special meeting the agenda shall be made available at the Santa Fe County Administration Complex, 100 Catron Street and the Santa Fe City Clerk's Office, 200 Lincoln Avenue, Santa Fe, New Mexico, and shall be posted on the Agency's website at www.sfswma.org.

- e. Public Health Emergency Provisions: Notwithstanding any other provision of this Resolution, meeting locations, in-person meetings, posting requirements and any other deviation deemed necessary or advisable due to any public health emergency or conditions, including any emergency as may be declared by the WHO and/or the New Mexico Department of Health or other public health authority, may be made, while taking into account any guidance provided by the New Mexico Attorney General's Office for public meetings during public health emergencies. Specifically, Board members may participate remotely in meetings by conference telephone, video platforms or other similar communications equipment provided that means are provided to allow for the public to hear and/or view the Board meeting. Additionally, the Board Chair has the authority to take the following actions: (i) exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting either by telephone or video means; or (ii) cancel any meeting prior to commencement of such meeting to preserve the public health, safety and welfare.

2. **BE IT FURTHER RESOLVED**, that the Agency may recess and reconvene a meeting to a later day if, prior to recessing, the Agency specifies the date, time and place for continuation of the meeting, and immediately following the recessed meeting posts notice of the date, time and place of the reconvened meeting on or near the door of the place where the original meeting was held and on the public bulletin board at the Santa Fe County Administration Complex or Santa Fe City Clerk's Office. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.

3. **BE IT FURTHER RESOLVED**, that a member of the Board may participate in a meeting of the public body by means of a conference telephone, videoconference or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating remotely can be identified when speaking, all participants are able to hear each other at the same time, and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

4. **BE IT FURTHER RESOLVED**, that notwithstanding any provision contained herein, the Agency may establish such additional notice requirements as may be deemed necessary and advisable.

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5. **BE IT FURTHER RESOLVED**, that Resolution 2023-1 is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this 21th day of March 2024.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Chair, Joint Powers Board

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

Redline Version of Resolution 2023-1

SANTA FE SOLID WASTE MANAGEMENT AGENCY

RESOLUTION NO. ~~2023~~2024-1

A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

WHEREAS, NMSA 1978, Section 10-15-1 *et seq.*, as amended, ~~known as the~~ ("Open Meetings Act" or the "Act"), provides that all meetings of a quorum of members of any board, commission, or other policy-making body of any agency or authority of any county, municipality, district or any political subdivision, held for the purpose of formulating public policy, including the development of personnel policy, rules, regulations, or ordinances, discussion of public business or taking any action within the authority or the delegated authority of any board are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution of New Mexico or the Open Meetings Act; and

WHEREAS, the Open Meetings Act further provides that any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs, and at which a majority or quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public; and

WHEREAS, the Act further requires a public body to determine in a public meeting at least annually what notice is reasonable when applied to that body; and

WHEREAS, the Santa Fe Solid Waste Management Agency (the "Agency") desires to also address in its Open Meetings Act Resolution, how board members and the public may attend and participate in its public meetings; and

WHEREAS, the Agency will include information on ~~the its~~ agendas ~~on as to~~ how members of the public can listen and participate in meetings remotely; and

WHEREAS, the Agency now desires to adopt this Open Meetings Act Resolution in compliance with the Act's requirement for annual determination of reasonable notice for meetings of the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE SANTA FE SOLID WASTE MANAGEMENT AGENCY THAT:

1. Regular, Special and Emergency Meetings shall be held as follows:
 - a. Regular Meetings: Regular meetings shall be held as determined by the Agency, and notice to the public of any and all regular meetings shall be given at least seven (7) days in advance of any meeting of a quorum of the Board held for the purpose of taking any action within the authority of the Board. A notice shall be posted ~~in a conspicuous and appropriate place at the Santa Fe County Administration Complex, located at 100 Catron Street, and the Santa Fe City Clerk's Office, located at 200 Lincoln Avenue~~ on the Agency's website and the City of Santa Fe's website, at least seven (7) days prior to the public meeting, ~~and notice shall be published in a newspaper of general circulation at least seven (7) days before such a meeting.~~ Notice of meetings shall also be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.
 - b. Special Meetings: Special meetings may be scheduled by the Chairperson or by a majority of the Board at such time and place as in the opinion of the Chairperson or a majority of the Board a special meeting should take place to consider and take action on public business. Notice of such special meetings shall be posted on the Agency's website and the City of Santa Fe's website ~~in a conspicuous and~~

~~appropriate place at the Santa Fe County Administration Complex and Santa Fe City Clerk's office~~ at least seventy-two (72) hours prior to the public meeting. Notice of meetings shall also be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.

- c. Emergency Meeting: Emergency meetings may be scheduled by the Chairperson or by a majority of the Board to consider any matter which could not have been anticipated and which threatens the health, welfare or safety of the citizens of Santa Fe County or to protect the Agency from substantial financial loss if not addressed immediately by the Agency. Emergency meetings may be conducted at a time and place designated by the Chairperson or by a majority of the Board, and notice of such meetings shall be posted on the Agency's website and the City of Santa Fe's website ~~in a conspicuous and appropriate place at the Santa Fe County Administration Complex and Santa Fe City Clerk's office~~ at least twenty-four (24) hours prior to the emergency meeting, if possible. If twenty-four (24) hours advance notice cannot be given, notice shall be posted as soon as possible under the circumstances. Notice for emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Notice of meetings shall also be provided to broadcast stations licensed by the Federal Communication Commission and newspapers of general circulation that have made a written request for notices. Within ten (10) days of taking action on an emergency matter, the Agency shall report to the attorney general's office the action taken and the circumstances creating the emergency.

- d. Agendas: Any notice for meetings of the Board shall include an agenda containing a list of specific items of business to be discussed or transacted at the meeting, or information on how the public may obtain a copy of an agenda. At least seventy-two (72) hours before a regular or special meeting the agenda shall be made available at the Santa Fe County Administration Complex, 100 Catron Street and the Santa Fe City Clerk's Office, 200 Lincoln Avenue, Santa Fe, New Mexico, and shall be posted on the Agency's website at www.sfwma.org. ~~Board members shall have the right to have matters placed on the agenda at their request.~~
- e. Public Health Emergency Provisions: Notwithstanding any other provision of this Resolution, meeting locations, in-person meetings, posting requirements and any other deviation deemed necessary or advisable due to any public health emergency or conditions, including any emergency as may be declared by the WHO and/or the New Mexico Department of Health or other public health authority, may be made, while taking into account any guidance provided by the New Mexico Attorney General's Office for public meetings during public health emergencies. Specifically, Board members may participate remotely in meetings by conference telephone, video platforms or other similar communications equipment provided that means are provided to allow for the public to hear and/or view the Board meeting. Additionally, the Board Chair has the authority to take the following actions: (i) exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting either by telephone or video means; or (ii) cancel any meeting prior to commencement of such meeting to preserve the public health, safety and welfare.

2. **BE IT FURTHER RESOLVED**, that the Agency may recess and reconvene a meeting to a later day if, prior to recessing, the Agency specifies the date, time and place for continuation of the meeting, and immediately following the recessed meeting posts notice of the date, time and place of the reconvened meeting on or near the door of the place where the original meeting was held and on the public bulletin board at the Santa Fe County Administration Complex or Santa Fe City Clerk's Office. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.

3. **BE IT FURTHER RESOLVED**, that a member of the Board may participate in a meeting of the public body by means of a conference telephone, videoconference or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating remotely can be identified when speaking, all participants are able to hear each other at the same time, and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

4. **BE IT FURTHER RESOLVED**, that notwithstanding any provision contained herein, the Agency may establish such additional notice requirements as may be deemed necessary and advisable.

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5. **BE IT FURTHER RESOLVED**, that Resolution ~~2022~~2023-1 is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this ~~16~~21th day of March ~~2023~~2024.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Chair, Joint Powers Board

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date: